

Amendment No. 1<br>to<br>Contract No. GS130000006<br>for<br>Digital Magazine Publications<br>between<br>Recorded Books, LLC<br>and the<br>City of Austin

1.0 The City hereby exercises an increase to the initial term to the above-referenced contract by 36 months and increases the contract total amount by $\$ 135,000$. This action was approved by the Austin City Council as item 70 on $8 / 22 / 2013$.
2.0 Effective $8 / 23 / 2013$, the new contract term is $02 / 15 / 2013$ to $02 / 14 / 2017$. The total Contract authorization is recapped below:

| Term | Action Amount | Total Contract Amount |
| :--- | ---: | ---: |
| Basic Term: $02 / 15 / 2013-02 / 14 / 2014$ |  |  |
| Amendment No. 1: Increase the current <br> contract term and increase the total contract <br> not-to-exceed amount, as per Council <br> approval \#70 on $8 / 22 / 13$. | $\$ 30,000.00$ |  |

3.0 MBENBE goals do not apply to this contract.
4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

February 15, 2013
Recorded Books, LLC
Matt Walker
270 Skipjack Road
Prince Frederick, MD 20678
Dear Mr. Walker:

The City of Austin has approved the execution of a contract with your company for downloadable magazine content in accordance with the referenced solicitation.

| Responsible Department: | Austin Public Library |
| :--- | :--- |
| Department Contact Person: | Yolanda McKnight |
| Department Contact Email: | Yolanda.McKnight@austintexas.gov |
| Department Contact Telephone: | Austin Public Library |
| Project Name: | Downloadable Magazine Content |
| Contractor Name: | Recorded Books, LLC |
| Contract Number: | GS130000006 |
| Contract Period Amount: | $\$ 30,000$ |
| Contract Period: | $02 / 15 / 13-02 / 14 / 14$ |
| Extension Options: | none |
| Requisition Number: | $8500-13021100207$ |
| Solicitation Number: | Sole source |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,


Sharon Patterson
Senior Buyer
512-974-2995

# CONTRACT BETWEEN THE CITY OF AUSTIN AND <br> RECORDED BOOKS, LLC FOR <br> DOWNLOADABLE MAGAZINE CONTENT 


#### Abstract

This Contract is made by and between the City of Austin ("City" or "Library Account"), a home-rule municipality incorporated by the State of Texas, and Recorded Books, LLC ("Contractor" or "Recorded Books"), having offices at 270 Skipjack Road, Prince Frederick, MD 20678.


## 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 Responsibllities 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, 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 Matt Walker; Phone: 800-638-1304; Email: zinio@recordedbooks.com. The City's Contract Manager for the engagement shall be Yolanda McKnight; 512-974-7476; Email: Yolanda.McKnight@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 Tasks. Contractor shall provide the Subscription Services to Zinio ${ }^{\text {TM }}$ digital magazines for libraries, pursuant to the Recorded Books Zinio ${ }^{\text {M }}$ for Libraries Platform License Agreement, as modified by the City, attached hereto as Exhibit A.

## SECTION 3. COMPENSATION

3.1 Contract Amount. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed $\$ 20,000$ for one year's subscription to Zinio ${ }^{\text {™ }}$ digital
magazines for libraries. An additional \$10,000 may be used for downloaded materials, for a total not-toexceed Contract amount of $\$ 30,000$.
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 | Austin Public Library |
| Attn: | Yolanda McKnight |
| Address: | P.O. Box 2287 |
| City, State, Zip Code | Austin, TX 78768 |

3.2.2 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 $\mathbf{2 2 5 1 . 0 2 5}$ 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 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
3.3.3.3 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.

## SECTION 4. TERM AND TERMINATION

4.1 Term of Contract. The Contract shall be in effect for twelve (12) months from the time this Contract is signed by an authorized representative of the City.
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 Equal Opportunity.

5.1.1 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 retum the Non-Discrimination Certification attached hereto as Exhibit B. 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.
5.1.2 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.
5.2 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.

### 5.3 Delays.

5.3.1 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.
5.3.2 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.
5.4 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.
5.5 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 - Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
6.2 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.
6.2.1 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.
6.2.2 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.
6.2.3 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.

## SECTION 7. MISCELLANEOUS

### 7.1 Right To Audit.

7.1.1 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 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.
7.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.
7.2 Indemnity.
7.2.1 Definitions:
7.2.1.1 "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 attomey and other professional fees for:
7.2.1.1.1 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;
7.2.1.1.2 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).
7.2.1.2 "Fault" shall include the sale of defective or non-conforming deliverables negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
7.2.2 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.
7.3 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 thereunder, 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 Aftorney. Personal delivery to the City Attorney shall be to City Hall, 301 West $2^{\text {nd }}$ Street, $4^{\text {th }}$ Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
7.4 Notlces. 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: |
| :--- | :--- |
| City of Austin, Purchasing Office | Recorded Books, LLC |
| ATTN: Contract Administrator | ATTN: Matt Walker |
| P O Box 1088 | 270 Skipjack Road |
| Austin, TX 78767 | Prince Frederick, MD 20678 |

7.5 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.
7.6 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.
7.7 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.
7.8 Prohibltion Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decisionmaking 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.
7.9 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.
7.10 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.
7.11 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.
7.12 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.
7.13 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.

### 7.14 Dispute Resolution.

7.14.1 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.
7.14.2 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.
7.15 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.
7.16 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.
7.17 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.
7.18 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 principats 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

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Parties Excludet from Feder i F , ycurement and Non-Procurement Programs, the Sla if Texas or the
Cryo: Austin
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7:9 Incorporation of Documents. Section 0100, Standard Purchase Dofinitions is hereby in orporated nto this Contrar by eference with the same force and effect as if they why incorporated in fult text The tull text versions of this Section are avalabie. on the internet at the fotow sh onime address wow austintexas gov/purchase/standard htm

720 Order of Precedence. In the event of a conflicl between the Contract and the + , thbits. the terms and conditions of the Contrac: shall prevail

In witness whereof the parties have caused duly authorized representatives to execut- "t is Contract on the dates set lorth below


## List of Exhibits

| Exhibit A | Platform License Agreement |
| :--- | :--- |
| Exhibit B | Non Discimmation Certification |

## Exhibit A

## Recorded Books Zinio for Libraries Platform License Agreement

Each Library Account and End User acknowledges and agrees to the terms described herein and in the applicable Zinio Subscription Form and agrees to comply with the terms and conditions set forth in this License Agreement (the "License Agreement" or "Agreement").

## License

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## Exhibit B

## EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

## City of Austin, Texas <br> 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 Prohlbited. 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) amployer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contracts. witl not discriminate zgain:' any applicant or employee based on race, creed solor natonat origir sex age religron veterar status, gender identity disabity or sexual oriet ation This policy c. vers all aspects of emplo,ment, including hining. placement. upgrading tr. nsier demotion rec vitment recrutment advertsing. selection for training and apprenticeship, ries of pay or other ft ms of compensation and layoff or termination

Further, emp syees who experience discrimination. sexual harassment or another fe m of harassment s ould inmediately report it oo their supervisor. If this is not a suitable aver ie for addressing th ir complaint. employees are advised to contact another member of managen ent or their human asources representative No employee shall be discnminated against. har issed, intumidated nc suffer any reprisal as a resift of reporting a violation of this policy Furthermo $\Rightarrow$ any employee. su, ervisor or manager who becomes aware of any such discrimination or hara. imment should innmed ately report it to exectitive nanagement or the human resources office to ensl e that such conduct 'oes mot continue

Contractor ag ses that to the extent of any inconsistency, omission or conflict with its currert nondiscrimination amployment 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 Contrictors 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 superse de the Contractor's p-licy to the extent of any contlict

UPON CONTR.CT AWARD THE CONTRACTOR SHALL PROVIDE A COPY TO THE CI Y OF THE CONTRAC TORS NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD V:HICH CONFORMS U FORM SCOPE ANE CONTENT TO THE CITYS MINIMUM NONDISCRIMINATIC N POLICY, AS SET FORTH HEREIN. OR THIS NON-DISCRIMINATION PIY KCY WHICH HAS B: EN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES TTHE FOFM OF WHICH HAS BE EN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OF FICE). WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQURREMENT OF A SEPARATE SUBMIT IAL

## Sanctions:

Our firm under lands that non-complance with Chapter $5-4$ may resuft in sanctions incuding termination of the contract and suspension or debarment from participation in future City cortracts 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 Contiactor has executed and filed with the Owner, will remain in force and effect for one year from the fate of filing The Contractor further agrees that in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimation Policy will autom atically renew from year-to-year for the term of the undertying Contract



| QTY (insert a ' 1 ') | NAME | ISSN | GENRE | PUB COUNTRY | ISSUES IN SUB | SUBSCRIPTION PRICE (USD) |  | RAting | PUB LANGUAGE | Subscription TOTAL |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Literary Review of Canada | \|rc-123 | Literature | Canada | 10 | \$ | 59.72 | PG | English | \$ |  |  |
|  | Living Crafts | 1942-6046 | Crafts | United States | 4 | \$ | 15.95 | PG | English | \$ | . |  |
|  | Matrix | 0316-3610 | Literature | Canada | 3 | \$ | 9.84 | PG | English | \$ | - |  |
|  | Metal Clay Artist Magazine | 1920-5570 | Art \& Photo | United States | 4 | \$ | 24.00 | PG | English | \$ | - |  |
|  | Modern Patchwork | MOPAT123 | Crafts | United States | 1 | \$ | 14.99 | PG | English | \$ | - |  |
|  | New York Review of Books | 0028-7504 | Literature | United States | 20 | \$ | 59.00 | PG | English | \$ | - |  |
|  | On Spec | spec-123 | Art \& Photo | Canada | 4 | \$ | 20.24 | PG | English | \$ | - |  |
|  | Open Letter | letter-123 | Art \& Photo | Canada | 3 | \$ | 30.37 | PG | English | \$ | - |  |
|  | Peterson's PHOTOgraphic | petersonphoto-12 | Art \& Photo | United States | 4 | \$ | 14.99 | PG | English | \$ | - |  |
|  | Photoshop Projects | 2012170314 | Art \& Photo | Australia | 3 | \$ | 17.41 | PG | English | \$ | - |  |
|  | PieceWork | 1067-2249 | Crafts | United States | 6 | \$ | 21.95 | PG | English | \$ | - |  |
| 1 | Popular Photography | 1542-0337 | Art \& Photo | United States | 12 | \$ | 14.99 | PG | English | \$ | 14.99 |  |
|  | Pro Photo | 1328-715 | Art \& Photo | Australia | 3 | 5 | 13.41 | PG | English | \$ | $\cdots$ |  |
|  | Quilting Arts Gifts | QAGIFTS123 | Crafts | United States | 1 | \$ | 14.99 | PG | English | \$ | - |  |
|  | Quilting Arts Magazine | 1538-4950 | Crafts | United States | 6 | \$ | 26.95 | PG | English | \$ | - |  |
| 1 | Quilts and More | QuIL_MO | Crafts | United States | 4 | \$ | 19.97 | PG | English | \$ | 19.97 |  |
|  | Ricepaper magazine | 1481-9945 | Art \& Photo | Canada | 4 | \$ | 18.22 | PG | English | \$ | - |  |
|  | Riddle Fence, a journal of arts \& culture | 1913-7265 | Art \& Photo | Canada | 3 | \$ | 20.25 | PG | English | \$ | - |  |
| 1 | Scrapbooks Etc | SCP_ETC | Crafts | United States | 6 | \$ | 19.97 | PG | English | \$ | 19.97 |  |
|  | Scrapbooks Etc. Page Planner | PAGE1234 | Crafts | United States | 1 | \$ | 9.99 | PG | English | \$ | $-$ |  |
|  | Shutterbug | 0895-321X | Art \& Photo | United States | 12 | \$ | 13.50 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Step by Step Wire Jewelry | 1555-9939 | Art \& Photo | United States | 6 | \$ | 19.95 | PG | English | \$ | - |  |
|  | Stringing | 1932-6386 | Crafts | United States | 4 | \$ | 19.95 | PG | English | \$ | - |  |
|  | Surface | 7165801533 | Art \& Photo | United States | 6 | \$ | 14.95 | PG | English | \$ | - |  |
| 1 | American Poetry Review | 0360-3709 | Literature | United States | 6 | \$ | 23.00 | PG | English | \$ | 23.00 |  |
|  | Devil's Artisan | da-1234 | Literature | Canada | 2 | \$ | 28.34 | PG | English | \$ | $\cdots$ |  |
|  | Malahat Review | mala-123 | Art \& Photo | Canada | 4 | \$ | 20.25 | PG | English | \$ | - |  |
|  | New Quarterly: Canadian Writers \& Writing | TNQ-123 | Literature | Canada | 4 | \$ | 20.25 | PG | English | \$ | - |  |
|  | Walrus | walrus-123 | Literature | Canada | 10 | \$ | 30.11 | PG | English | \$ | - |  |
| 1 | Writer | 0043-9517 | Literature | United States | 12 | \$ | 32.99 | PG | English | \$ | 32.99 |  |
|  | Vallum | vall-123 | Literature | Canada | 2 | \$ | 15.19 | PG | English | \$ | $-$ |  |
|  | Vallum: New International Poetics | 14965178 | Literature | Canada | 2 | \$ | 15.19 | PG | English | \$ | - |  |
|  | Visual Arts News | VAN-123 | Art \& Photo | Canada | 3 | \$ | 5.01 | PG | English | \$ | - |  |
|  | 100\% Biker | jazzpub100pcb | Motorcycles | United Kingdom | 13 | \$ | 34.99 | PG | English | \$ | - |  |
|  | 4 Wheel \& Off Road | 0162-3214 | Automotive | United States | 12 | \$ | 9.00 | PG | English | \$ | - |  |
|  | 4 Ruedas | 1665-2290 | Automotive | Mexico | 12 | \$ | 20.00 | PG | Spanish | \$ | - |  |
|  | 4Wheel Drive Magazine | 1097-7066 | Automotive | United States | 12 | \$ | 11.99 | PG | English | \$ | - |  |
|  | ATV Rider | 1548-6303 | Motorcycles | United States | 6 | \$ | 11.99 | PG | English | \$ | - |  |
|  | ATV Trail Rider | 1499-1829 | Motorcycles | Canada | 6 | \$ | 10.07 | PG | English | \$ | - |  |
|  | ATV World Magazine | ATVWM123 | Motorcycles | Canada | 5 | \$ | 14.76 | PG | English | \$ | - |  |
|  | Australian Muscle Car | 1449-5647 | Automotive | Australia | 6 | \$ | 35.84 | PG | English | 5 | - |  |
|  | Australian New Car Buyer | 1446-733X | Automotive | Australia | 2 | \$ | 7.17 | PG | English | \$ | - |  |
|  | Australian Road Rider | 080811 | Automotive | Australia | 12 | \$ | 40.26 | PG | English | \$ | - |  |
|  | Australian Trailider | 1329-511XAT | Motorcycles | Australia | 6 | \$ | 20.60 | PG | English | \$ | - |  |
|  | Auto Express | 9548861 | Automotive | United Kingdom | 51 | \$ | 81.10 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Automovil Panamericano | 1665-3726 | Automotive | Mexico | 12 | \$ | 15.00 | PG | Spanish | \$ | - |  |
|  | Autosport | hm1691236 | Automotive | United Kingdom | 51 | \$ | 151.38 | PG | English | \$ | - |  |
|  | Bike - Mexico | televisa-bike | Motorcycles | Mexico | 6 | \$ | 5.50 | PG | Spanish | \$ | - |  |
| 1 | Car and Driver | 0008-6002 | Automotive | United States | 12 | 5 | 19.99 | PG | English | 5 | 19.99 |  |
|  | Classic \& Sports Car | hay-claspc | Automotive | United Kingdom | 12 | \$ | 57.75 | PG | English | \$ | $\cdots$ |  |
|  | Classic American | mrtnam1872 | Automotive | United Kingdom | 12 | \$ | 29.20 | PG | English | \$ | - |  |
|  | Classic Bike Guide | 0959-7123 | Motorcycles | United Kingdom | 12 | \$ | 29.20 | PG | English | \$ | - |  |
|  | Classic Dirt Bike | 978-1-906167-05-9 | Motorcycles | United Kingdom | 4 | \$ | 16.22 | PG | English | \$ | - |  |
|  | Classic Ford | futureclassicford | Automotive | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Classic Motorcycle Mechanics | 0959-0900 | Motorcycles | United Kingdom | 12 | \$ | 29.20 | PG | English | \$ | - |  |
|  | Classic Racer | 1470-4463 | Automotive | United Kingdom | 6 | 5 | 14.60 | PG | English | \$ | - |  |
|  | Classic Scooterist Scene | 1742-1969 | Motorcycles | United Kingdom | 6 | \$ | 14.60 | PG | English | \$ | - |  |
|  | Classic Supercars | dsc1023714 | Automotive | United Kingdom | 1 | \$ | 8.11 | PG | English | \$ | - |  |
|  | Classics Monthly | futureclassicsmon | Automotive | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Cycle Canada | 0319-2822 | Motorcycles | Canada | 10 | \$ | 16.15 | PG | English | \$ | $-$ |  |
| 1 | Cycle World | 0011-4286 | Motorcycles | United States | 12 | \$ | 8.04 | PG | English | \$ | 8.04 |  |
|  | Dirt Action | 1329-511X | Motorcycles | Australia | 6 | 5 | 20.60 | PG | English | \$ | - |  |
|  | Dirt Rider | 0735-4355 | Motorcycles | United States | 12 | \$ | 9.00 | PG | English | \$ | - |  |
|  | Dirt Trax Magazine | ATV-Mag10 | Motorcycles | Canada | 12 | \$ | 15.19 | PG | English | \$ | - |  |
|  | Evo | 146427810 | Automotive | United Kingdom | 12 | \$ | 51.89 | PG | English | \$ | - | requires Reader 4 to vien |
|  | F1 Racing UK | hmkt-f1r | Automotive | United Kingdom | 12 | \$ | 51.37 | PG | English | \$ | - |  |


| QTY (insert a '1') | NAME | ISSN | GENRE | PUB COUNTRY | ISSUES IN SUB | $\begin{aligned} & \text { SUBSCRIPTION PRICE } \\ & \text { (USD) } \end{aligned}$ |  | rating | PUB LANGUAGE | Subscription TOTAL |  | requires Reader 4 to vien requires Reader 4 to vien |
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|  | Fast Bikes | 10836482 | Motorcycles | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - |  |
|  | Fast Car | fc8209873 | Automotive | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - |  |
|  | FASTMAG | 10021603 | Automotive | Mexico | 12 | \$ | 45.00 | PG | Spanish | \$ | - |  |
|  | Ferrari - The world's greatest F 1 team in pictures | HFF1 | Automotive | United Kingdom | 1 | \$ | 4.04 | PG | English | \$ | - |  |
|  | Ferrari Supercars The Third Edition | 1108031633 | Automotive | United Kingdom | 1 | \$ | 8.11 | PG | English | \$ | - |  |
|  | Four Wheeler | 0015-9123 | Motorcycles | United States | 12 | 5 | 7.50 | PG | English | \$ | . |  |
|  | Guide de l'auto magazine | 1918-6622 | Automotive | Canada | 6 | \$ | 10.07 | PG | French | \$ | . |  |
|  | Hot Bike | 8750-3212 | Motorcycles | United States | 12 | 5 | 17.25 | PG | English | \$ | - |  |
| 1 | Hot Rod | 0018-6031 | Motorcycles | United States | 12 | \$ | 11.99 | PG | English | \$ | 11.99 |  |
|  | Inside Motorcycles | 1480-426X | Motorcycles | Canada | 10 | \$ | 10.12 | PG | English | \$ | $-$ |  |
|  | Inside MotoX \& Off Road | IMOR123 | Motorcycles | Canada | 5 | \$ | 6.07 | PG | English | \$ | - |  |
|  | Inside Track Motorsport News | 1480-0187 | Automotive | Canada | 12 | \$ | 10.12 | PG | English | \$ | - |  |
|  | Just Bikes | JBikes.Mags | Motorcycles | Australia | 12 | 5 | 42.23 | PG | English | \$ | - |  |
|  | Just Cars | JCarstMass | Automotive | Australia | 12 | \$ | 42.23 | PG | English | \$ | - |  |
|  | Land Rover Monthly | 146312008 | Automotive | United Kingdom | 12 | \$ | 45.40 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Lowrider | 0199-9362 | Motorcycles | United States | 12 | \$ | 15.00 | PG | English | \$ | - |  |
|  | Mini Magazine | futureminimag | Automotive | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Moto Journal | 0319-2865 | Automotive | Canada | 10 | 5 | 16.80 | PG | French | 5 | - |  |
|  | Motocicilismo Panamericano | 1665-4579 | Automotive | Mexico | 12 | 5 | 15.00 | PG | Spanish | 5 | . |  |
| 1 | Motor Trend | 0027-2094 | Automotive | United States | 12 | \$ | 11.99 | PG | English | \$ | 11.99 |  |
|  | Motorcycle Classics | 1556-0880 | Motorcycles | United States | 6 | \$ | 25.95 | PG | English | \$ | - |  |
|  | Motorcycle Mojo Magazine | 1913-7621 | Motorcycles | Canada | 10 | \$ | 20.25 | PG | English | \$ | - |  |
|  | Motorcycle Mojo Special Issue | mojo-sip1 | Motorcycles | Canada | 1 | \$ | 6.03 | PG | English | \$ | - |  |
|  | Motorcycle Sport \& Leisure | 1478-839x | Motorcycles | United Kingdom | 12 | \$ | 29.20 | PG | English | \$ | - |  |
|  | Motorcyclist | 0027-2205 | Motorcycles | United States | 12 | \$ | 7.50 | PG | English | \$ | . |  |
|  | Motorsport News | hmk-mtsn | Automotive | United Kingdom | 51 | \$ | 123.68 | PG | English | \$ | . |  |
|  | NASCAR Pole Position | NASCAR123 | Automotive | United States | 5 | \$ | 7.99 | PG | English | \$ | - |  |
|  | New Car Ratings and Reviews | NCR | Automotive | United States | 1 | \$ | 7.99 | PG | English | \$ | - |  |
|  | Octane | 17400020 | Automotive | United Kingdom | 12 | \$ | 51.89 | PG | English | \$ | - | requires Reader 4 to vien |
| 1 | Off-Road | 0363-1745 | Automotive | United States | 12 | \$ | 9.00 | PG | English | \$ | 9.00 |  |
|  | Performance Auto \& Sound | 1710-1573 | Automotive | United States | 11 | \$ | 7.99 | PG-13 | English | \$ | - |  |
|  | Popular Hot Rodding | 0032-4523 | Automotive | United States | 12 | 5 | 11.25 | PG | English | \$ | - |  |
|  | Quadnet.ca-Le Monde du VTT | 0319-2822xx | Automotive | Canada | 6 | \$ | 10.07 | PG | French | \$ | - |  |
|  | RIDES Magazine | 13-2900187 | Motorcycles | United States | 12 | \$ | 19.99 | PG | English | \$ | - |  |
|  | Road \& Track | 0035-7189 | Automotive | United States | 12 | \$ | 19.99 | PG | English | \$ | . |  |
|  | Road Rider Cruiser Classic \& Trike | 1836-6678 | Motorcycles | Australia | 6 | \$ | 21.68 | PG | English | \$ | - |  |
|  | Rod \& Custom | 1053-2064 | Automotive | United States | 12 | \$ | 14.99 | PG | English | \$ | - |  |
|  | Street Rodder | 0277-5735 | Automotive | United States | 12 | \$ | 19.99 | PG | English | \$ | - |  |
|  | Super Streetbike | 1934-4996 | Motorcycles | United States | 12 | \$ | 13.50 | PG | English | \$ | - |  |
|  | Cycle Source Magazine | 1935-0287 | Motorcycles | United States | 12 | \$ | 20.00 | PG | English | \$ | - |  |
|  | Driver | 1920-6135 | Automotive | Canada | 6 | \$ | 10.12 | PG | English | \$ | - |  |
|  | Trains | 0041-0934 | Automotive | United States | 12 | \$ | 42.99 | PG | English | \$ | - |  |
|  | Transworld Motocross | TWMC-1234 | Automotive | United States | 12 | \$ | 11.99 | PG | English | \$ | - |  |
|  | Truck Trend | 1094-4370 | Automotive | United States | 6 | \$ | 7.50 | PG | English | 5 | - |  |
|  | Truckin | 0277-5743 | Automotive | United States | 13 | \$ | 18.75 | PG | English | \$ | . |  |
|  | Analog Science Fiction and Fact | 1059-2113 | Literature | United States | 10 | \$ | 29.90 | PG | English | \$ | - |  |
|  | Anuario Tv Notas | 1665-2320x | Entertainment | Mexico | 1 | \$ | 1.48 | PG | Spanish | \$ | - |  |
|  | Audio Technology | 1440-2432 | Science \& Tech | Australia | 7 | \$ | 26.83 | PG | English | \$ | - |  |
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|  | Gamesmaster | 15649143 | Games | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - | requires Reader 4 to vien |
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|  | Cosmopolitan UK | 1410555 | Women | United Kingdom | 12 | \$ | 64.87 | PG-13 | English | \$ | - | requires Reader 4 to vien |
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|  | Destination Weddings \& Honeymoons | DWAH-0001 | Women | United States | 5 | \$ | 11.99 | PG | English | \$ | - |  |
|  | Diabetic Living Australia | 1741-9636 | Lifestyle | Australia | 6 | \$ | 37.53 | PG | English | \$ | - |  |
| 1 | Elle | 0888-0808 | Women | United States | 12 | \$ | 18.99 | PG | English | \$ | 18.99 |  |
|  | Elle Canada | elleca-123 | Women | Canada | 12 | \$ | 12.15 | PG | English | \$ | - |  |
|  | ELLE Mexico | 1870-106X | Women | Mexico | 12 | \$ | 25.10 | PG | Spanish | \$ | - |  |
|  | ELLE QUEBEC | 0843-6363 | Women | Canada | 11 | \$ | 25.26 | PG | French | \$ | - |  |
| 1 | Every Day with Rachael Ray | EDWRR | Food \& Wine | United States | 10 | \$ | 10.00 | PG | English | 5 | 10.00 |  |
|  | Familia Saludable | 1665-3866 | Women | Mexico | 12 | \$ | 11.50 | PG | Spanish | \$ | - |  |
|  | Fit Pregnancy | FITPREG | Parenting | United States | 6 | \$ | 17.97 | PG | English | 5 | - |  |
|  | Flare | flare-123 | Women | Canada | 12 | \$ | 15.18 | PG | English | \$ | - |  |
|  | Flare Trend Report | FTR123 | Women | Canada | 1 | \$ | 6.07 | PG | English | \$ | - |  |
|  | Fresh Juice | 1927-8101 | Food \& Wine | Canada | 6 | \$ | 20.20 | PG | English | 5 | - |  |
|  | Gente y la Actualidad | 1048-1511 | Women | Mexico | 12 | \$ | 18.50 | PG | Spanish | \$ | - |  |
| 1 | Girls' Life | girls-life | Teen | United States | 6 | \$ | 14.95 | PG | English | \$ | 14.95 |  |
|  | Glamour UK | 1472-6165 | Women | United Kingdom | 12 | \$ | 27.03 | PG | English | \$ | - |  |
| 1 | Good Housekeeping | 13-3920860 | Women | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | Good Housekeeping UK | 0017-2081 | Women | United Kingdom | 12 | \$ | 64.87 | PG | English | 5 | - | requires Reader 4 to vien |
| 1 | Good Housekeeping-BuenHogar | 0186-422x | Women | Mexico | 12 | \$ | 11.00 | PG | Spanish | 5 | 11.00 |  |
|  | Good Times | 0847-1126 | Women | Canada | 11 | \$ | 23.28 | PG | English | 5 | $-$ |  |
|  | Guideposts | guideposts-123 | Women | United States | 12 | \$ | 16.97 | PG | English | \$ | - |  |
| 1 | Harper's Bazaar | 0017-7873 | Women | United States | 11 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | Harper's Bazaar - Mexico | 1665-5966 | Women | Mexico | 16 | \$ | 32.00 | PG | Spanish | \$ | - |  |


| QTY (insert a '1') | NAME | ISSN | GENRE | PUB COUNTRY | ISSUES in SUB | SUBSCRIPTION PRICE <br> (USD) |  | Rating | PUB LANGUAGE |  | on total | requires Reader 4 to vien requires Reader 4 to vien |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Harper's Bazaar UK | 1751-1593 | Women | United Kingdom | 12 | \$ | 64.87 | PG | English | \$ | . |  |
|  | Health \& Fitness | 95759212 | Women | United Kingdom | 12 | 5 | 42.16 | PG | English | \$ | - |  |
|  | Health \& Fitness Look Younger Naturally | den-hflyn | Women | United Kingdom | 1 | \$ | 8.11 | PG | English | \$ | . |  |
|  | Health \& Fitness Women's Guide to Running | 1907779 | Women | United Kingdom | 1 | \$ | 8.11 | PG | English | \$ | - |  |
|  | Holidays: 301 Recipes \& Decorating Ideas | HearstHolidays | Women | United States | 1 | \$ | 9.99 | PG | English | \$ | - |  |
| 1 | Ladies Home Journal | 0023-7124 | Women | United States | 11 | \$ | 10.49 | PG | English | \$ | 10.49 |  |
|  | Living Wisdom | 1833-2293 | Women | Australia | 6 | \$ | 51.61 | PG | English | \$ | - |  |
|  | Loulou | lou-123 | Women | Canada | 8 | 5 | 15.18 | PG | English | 5 | - |  |
|  | Loulou FR | louf-123 | Women | Canada | 8 | \$ | 15.18 | PG | French | \$ | - |  |
| 1 | Marie Claire | 1081-8626 | Women | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | Marie Claire - UK | 9550178 | Women | United Kingdom | 12 | \$ | 49.30 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Marie Claire Australia | 1234-535x | Women | Australia | 12 | \$ | 74.11 | PG | English | \$ | - | requires Reader 4 to vien |
| 1 | Martha Stewart Living | 1057-5251 | Women | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | Martha Stewart Living Halloween Special | MSLHS | Women | United States | 1 | 5 | 6.99 | PG | English | \$ | - |  |
| 1 | Martha Stewart Weddings | 1096-7958 | Women | United States | 4 | \$ | 12.00 | PG | English | \$ | 12.00 |  |
|  | More Magazine | more-123 | Women | Canada | 8 | \$ | 20.25 | PG | English | \$ | $-$ |  |
| 1 | Natural Health | 1067-9588 | Women | United States | 8 | \$ | 19.97 | PG | English | \$ | 19.97 |  |
|  | Novias de Pasarela Mexico | B-53446-2005 | Women | Mexico | 2 | \$ | 17.60 | PG | Spanish | \$ | - |  |
|  | Nueva | 0803-1352 | Women | Mexico | 24 | \$ | 31.00 | PG | Spanish | \$ | - |  |
|  | Nylon | 1524-1758 | Women | United States | 10 | \$ | 9.95 | PG | English | \$ |  |  |
| 1 | O, The Oprah Magazine | 1531-3247 | Women | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | Oxygen | 1095-7073 | Women | United States | 12 | \$ | 24.99 | PG | English | \$ | - |  |
|  | Peppermint Magazine | 1836-6570 | Women | Australia | 4 | \$ | 28.91 | PG | English | \$ | - |  |
|  | Plaid Magazine | PLAID123 | Women | Canada | 3 | \$ | 5.07 | PG | English | \$ | - |  |
|  | Practical Parenting Australia | 1442-5459 | Women | Australia | 12 | \$ | 51.61 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Queensland Brides | 1322-9591 | Women | Australia | 4 | 5 | 15.48 | PG | English | \$ | - |  |
|  | Quilters Companion | 1329-512x | Crafts | Australia | 6 | \$ | 20.60 | PG | English | \$ | - |  |
| 1 | Reader's Digest | RD_123 | Literature | United States | 10 | \$ | 10.00 | PG | English | \$ | 10.00 |  |
|  | Redbook | 0034-2106 | Women | United States | 12 | \$ | 19.99 | PG | English | \$ | - |  |
|  | Scrapbook Creations | 1329-5118 | Crafts | Australia | 6 | \$ | 20.60 | PG | English | \$ | - |  |
| 1 | Shape | SHAPE-123 | Women | United States | 12 | \$ | 17.97 | PG | English | \$ | 17.97 |  |
|  | Shortcut Desserts: 123 Yummy Easiest-Ever Recipes | ShortDess212 | Food \& Wine | United States | 1 | \$ | 9.99 | PG | English | \$ | - |  |
|  | Spirituality \& Health Magazine | 1520-5444 | Women | United States | 6 | \$ | 9.95 | PG | English | \$ | . |  |
|  | Art of Healing | 1449-1680 | Lifestyle | Australia | 4 | \$ | 27.71 | PG | English | \$ | - |  |
|  | Town \& Country | 0040-9952 | Women | United States | 11 | \$ | 19.99 | PG | English | \$ | - |  |
|  | Town \& Country Weddings | TC-WED | Women | United States | 1 | \$ | 4.95 | PG | English | \$ | - |  |
|  | Tu | 1665-4560 | Women | Mexico | 12 | \$ | 16.00 | PG | Spanish | \$ | . |  |
|  | Vanidades - Mexico | 1665-7519 | Women | Mexico | 13 | \$ | 16.00 | PG | Spanish | \$ | - |  |
|  | Vanidades Novias | 1665-7519n | Women | Mexico | 1 | \$ | 2.90 | PG | Spanish | \$ | $\checkmark$ |  |
| 1 | Vanidades USA | 1665-7519US | Women | United States | 12 | \$ | 15.00 | PG | Spanish | \$ | 15.00 |  |
|  | Veranda | 58-1713803 | Women | United States | 6 | \$ | 24.99 | PG | English | \$ | $\cdots$ |  |
| 1 | VIV Magazine | 1933-8856 | Women | United States | 12 |  |  | PG | English | \$ | - |  |
|  | Vogue Australia | 0042-8019 | Women | Australia | 6 | \$ | 19.35 | PG | English | \$ | - |  |
|  | Vogue Living Before + After | 1447-3232 | Women | Australia | 1 | \$ | 6.70 | PG | English | \$ | - |  |
| 1 | Weight Watchers | 0043-2180 | Lifestyle | United States | 6 | 5 | 9.99 | PG | English | \$ | 9.99 |  |
|  | Wellieing | 08128220 | Women | Australia | 6 | \$ | 20.60 | PG | English | \$ | - |  |
|  | Welliseing Anti-Ageing | 1329-51166 | Women | Australia | 1 | \$ | 10.27 | PG | English | \$ | - |  |
|  | Whole Living | 1539-0004 | Lifestyle | United States | 10 | \$ | 15.00 | PG | English | \$ | - |  |
|  | Woman's Day | 0043-7336 | Women | United States | 15 | \$ | 19.99 | PG | English | 5 | - |  |
| 1 | Woman's Day - Last Minute Christmas | XMAS-123 | Holidayss | United States | 1 | \$ | 4.99 | PG | English | 5 | 4.99 |  |
| 1 | Women's Health | 0884-7355 | Women | United States | 10 | \$ | 25.00 | PG | English | 5 | 25.00 |  |
| 1 | Working Mother | 0278-193X | Women | United States | 8 | \$ | 10.00 | PG | English | 5 | 10.00 |  |
|  | Yoga for Beginner from the editors of Yoga Journal | 0191-0965A | Women | United States | 1 | \$ | 8.99 | PG | English | \$ | - |  |
|  | Yoga Yoghismo | yoga0000 | Women | Mexico | 10 | \$ | 24.00 | PG | Spanish | \$ | - |  |
| 107 |  |  |  |  |  |  |  |  | Total | \$ | 2,501.79 |  |

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The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm\#STANDARDBIDDOCUMENTS 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 |
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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.

| QTY (insert a '1') | NAME | ISSN | GENRE | PUB COUNTRY | ISSUES IN SUB | SUBSCRIPTION PRICE (USD) |  | RATING | PUB LANGUAGE | Subscription TOTAL |  | requires Reader 4 to vien requires Reader 4 to vien |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Your Workplace | YWP-123 | News | Canada | 6 | \$ | 99.19 | PG | English | \$ | . |  |
|  | Zoomer Magazine | 1198-9408 | News | Canada | 9 | \$ | 20.20 | PG | English | \$ | - |  |
|  | .net | fn12345 | Science \& Tech | United Kingdom | 13 | \$ | 64.99 | PG | English | \$ | - |  |
|  | 3D World | f3d1234 | Science \& Tech | United Kingdom | 13 | \$ | 64.99 | PG | English | \$ | - |  |
|  | Alternatives Journal | 1205-7398 | Science \& Tech | Canada | 6 | \$ | 20.24 | PG | English | \$ | - |  |
|  | Android Magazine | 2047-1580 | Science \& Tech | United Kingdom | 13 | \$ | 46.99 | PG | English | \$ | - |  |
|  | Android Magazine Australia | 2012153405 | Science \& Tech | Australia | 3 | \$ | 13.05 | PG | English | \$ | - |  |
|  | AppleMagazine | 6664-1111 | Science \& Tech | United States | 26 | \$ | 49.99 | $P G$ | English | \$ | - |  |
| 1 | Astronomy | 0091-6358 | Science \& Tech | United States | 12 | \$ | 42.99 | PG | English | \$ | 42.99 |  |
|  | Atomic | 290811 | Science \& Tech | Australia | 12 | \$ | 51.56 | PG | English | \$ | - |  |
| 1 | Audubon Magazine | AUD123 | Science \& Tech | United States | 6 | \$ | 15.00 | PG | English | \$ | 15.00 |  |
|  | Australian Hifi | 1442-1259 | Science \& Tech | Australia | 3 | \$ | 13.41 | PG | English | \$ | - |  |
|  | Australian Sky \& Telescope | 1832-0457 | Science \& Tech | Australia | 8 | \$ | 51.61 | PG | English | \$ | - |  |
|  | BBC Knowledge | 1759-9929eur | Science \& Tech | United Kingdom | 6 | \$ | 31.10 | PG | English | \$ | - |  |
|  | Computer Music | futurecomputermusic | Science \& Tech | United Kingdom | 13 | \$ | 39.99 | PG | English | \$ | - | requires Reader 4 to vien |
|  | Computer Shopper | 13570840 | Science \& Tech | United Kingdom | 12 | \$ | 48.65 | PG | English | \$ | - | requires Reader 4 to vien |
| 1 | Conozca Mas | 0188-3240 | Science \& Tech | Mexico | 12 | \$ | 13.50 | PG | Spanish | \$ | 13.50 |  |
|  | Countryfile Magazine | 1752-7287 | Science \& Tech | United Kingdom | 1 | \$ | 5.34 | PG | English | \$ | - |  |
|  | CQ Amateur Radio | 007-893X | Science \& Tech | United States | 12 | \$ | 27.00 | PG | English | \$ | - |  |
|  | Digital Photo Pro | 1545-8520 | Science \& Tech | United States | 7 | \$ | 15.00 | PG | English | \$ | - |  |
|  | Discover | 0274-7529 | Science \& Tech | United States | 10 | \$ | 19.99 | PG | English | \$ | - |  |
|  | EARTH Magazine | 1943-345 | Science \& Tech | United States | 12 | \$ | 19.99 | PG | English | \$ | - |  |
|  | explore | expl-123 | Science \& Tech | Canada | 4 | \$ | 18.17 | PG | English | \$ | - |  |
|  | Green Living Guide | 1907232 | Science \& Tech | United Kingdom | 1 | \$ | 8.11 | PG | English | \$ | - |  |
|  | here's how! | 1703-6690 | Science \& Tech | Canada |  | \$ | 13.15 | PG | English | \$ | - |  |
|  | ImagineFX | fxx 1234 | Science \& Tech | United Kingdom | 13 | \$ | 64.99 | PG | English | \$ | - | requires Reader 4 to vien |
|  | iPad \& iPhone User | 9771758436007 | Science \& Tech | United Kingdom | 12 | \$ | 19.47 | PG | English | \$ | - | requires Reader 4 to vien |
|  | iPad for Parents | IPADPA123 | Science \& Tech | United States | 1 | \$ | 7.99 | PG | English | \$ | - |  |
|  | iPhone Life | ipho-life | Science \& Tech | United States | 6 | \$ | 12.99 | PG | English | \$ | - |  |
|  | MacFormat | ftrmf10765 | Science \& Tech | United Kingdom | 13 | \$ | 64.99 | PG | English | \$ | . | requires Reader 4 to vien |
|  | MacUser | 0269-3275 | Science \& Tech | United Kingdom | 25 | \$ | 48.65 | PG | English | \$ | - | requires Reader 4 to vien |
| 1 | Macworld | 0741-8647 | Science \& Tech | United States | 12 | \$ | 19.97 | PG | English | \$ | 19.97 |  |
|  | Macworld Australia | 1329-9484 | Science \& Tech | Australia | 12 | \$ | 55.37 | PG | English | \$ | $\cdots$ |  |
|  | Macworld Australia: iPad Superguide | 1839-0013 | Science \& Tech | Australia | 1 | \$ | 9.34 | PG | English | \$ | - |  |
|  | Macworld UK | 1356-9503 | Science \& Tech | United Kingdom | 14 | \$ | 27.03 | PG | English | \$ | - | requires Reader 4 to vien |
| 1 | mental_floss | 1543-4702 | Science \& Tech | United States | 8 | \$ | 17.97 | PG | English | \$ | 17.97 |  |
|  | Micro Mart | 17810600MM | Science \& Tech | United Kingdom | 51 | \$ | 97.30 | PG | English | \$ | - |  |
|  | MOTHER EARTH NEWS | 0027-1535 | Science \& Tech | United States | 6 | \$ | 12.95 | PG | English | \$ | - |  |
| 1 | Muy Interesante - Mexico | 0188-0659 | Science \& Tech | Mexico | 12 | \$ | 15.00 | PG | Spanish | \$ | 15.00 |  |
| 1 | National Geographic Interactive | 00279358 | Science \& Tech | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | New Scientist | 0262-4079 | Science \& Tech | United Kingdom | 51 | \$ | 72.00 | PG | English | \$ | - |  |
|  | Outdoor Life | 1547-8987 | Lifestyle | United States | 10 | \$ | 11.99 | PG | English | \$ | - |  |
|  | PC \& Tech Authority | 290813 | Science \& Tech | Australia | 12 | \$ | 51.56 | PG | English | \$ | - |  |
| 1 | PC Magazine Digital Edition | 0888-8507 | Science \& Tech | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
|  | PC Powerplay | 1326-5644 | Science \& Tech | Australia | 3 | \$ | 25.80 | PG | English | \$ | - |  |
| 1 | PCWorld | 0737-8939 | Science \& Tech | United States | 12 | \$ | 19.97 | PG | English | \$ | 19.97 |  |
| 1 | Popular Mechanics | popm-1234 | Science \& Tech | United States | 12 | \$ | 19.99 | PG | English | \$ | 19.99 |  |
| 1 | Popular Science | 0161-7370 | Science \& Tech | United States | 12 | \$ | 14.99 | PG | English | \$ | 14.99 |  |
|  | QUO - Mexico | 1870-1051 | Science \& Tech | Mexico | 12 | \$ | 29.91 | PG | Spanish | \$ | - |  |
|  | QUO Historia | 1870-10511 | Science \& Tech | Mexico | 1 | \$ | 3.10 | PG | Spanish | \$ | - |  |
| 1 | Science | 0036-8075m | Science \& Tech | United States | 51 | \$ | 139.00 | PG | English | \$ | 139.00 |  |
|  | Science lllustrated | SCII-1234 | Science \& Tech | United States | 6 | \$ | 14.99 | PG | English | \$ | - |  |
|  | Seguridad en America | 1665-658 | Science \& Tech | Mexico | 6 | \$ | 24.00 | PG | Spanish | \$ | - |  |
|  | SkyNews | sky-123 | Science \& Tech | Canada | 6 | \$ | 26.32 | PG | English | \$ | - |  |
|  | Successful Farming | SUC_FAM | Science \& Tech | United States | 10 | \$ | 15.95 | PG | English | \$ | - |  |
|  | 220 Triathlon | 2012114214 | Sports | Australia |  | \$ | 13.05 | PG | English | 5 | - |  |
|  | American Snowmobiler | 1078-6414 | Sports | United States | 6 | \$ | 14.99 | PG | English | \$ | - |  |
|  | Australian FourFourTwo | 2012100808 | Sports | Australia | 12 | \$ | 34.41 | PG | English | \$ | - |  |
|  | Australian Golf Digest | 1324-7476 | Sports | Australia | 6 | \$ | 25.80 | PG | English | 5 | - |  |
|  | Australian Longboarding | 1442-6757 | Sports | Australia | 3 | \$ | 12.38 | PG | English | 5 | - |  |
|  | Australian NZ Snowboarding | 1448-7144 | Sports | Australia |  | \$ | 11.77 | PG | English | \$ | - |  |
|  | Australia's Surfing Life | 10363491 | Sports | Australia |  | \$ | 12.38 | PG | English | \$ | - |  |
|  | Bicycle Times | BT-3222 | Sports | United States | 6 | \$ | 16.95 | PG | English | \$ | $\checkmark$ |  |
| 1 | Bicycling | 0006-2073 | Sports | United States | 11 | \$ | 20.00 | PG | English | \$ | 20.00 |  |
|  | Bicycling Australia | 10348085 | Sports | Australia | 6 | \$ | 49.49 | PG | English | \$ | - |  |
|  | Big League Weekly Edition | 0311-175 X | Sports | Australia | 31 | \$ | 82.57 | PG | English | \$ | - |  |





# CERTIFICATION OF EXEMPTION 

| DATE: | $12 / 4 / 2012$ | DEPT: |
| :--- | :--- | :--- |
|  | Purchasing Officer or Designee | Library |
| TO: | FROM: | Yolanda McKnight <br> BUYER: |
|  | Sharon Patterson | PHONE: |

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of $\$ 50,000$ or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase.
(Please check which exemption you are certifying)
$\square \quad$ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality a procurement necessary to preserve or protect the public health or safety of municipality's residents
a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
a procurement for personal, professional, or planning services
a procurement for work that is performed and paid for by the day as the work progresses
a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library
materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
a purchase of rare books, papers, and other library materials for a public library paving, drainage, street widening and other public improvements, or related matters, if at least onethird of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

- a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters
$\square \quad$ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business \& Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a
regional planning commission established under Chapter 391
services performed by blind or severely disabled persons
$\square$ goods purchased by a municipality for subsequent retail sale by the municipality electricity advertising, other than legal notices Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- Preserve and Protect the Public Health and Safety - Describe how this purchase will preserve and protect the public safety of residents.
- Sole Source - Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- Personal Services - Describe those services to be performed personally by the individual contracted to perform them.
- Professional Services - Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- Planning Services - Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- Critical Business Need - Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Recorded Books offers a subscription called Zinio which is an exclusive agreement that grants registered Austin Public Library cardholders the ability to read digital magazines online or download to computer, device (iPad, PlayBook, BlackBerry, or Android device) or phone to read offline at a later date. Recorded Books is a sole source supplier for this service to public libraries.
4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City.
Several librarians conducted a two week trial with several portable devices such as iPads, iPhones, Android pads/phones, and computers.
6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Recorded Books which will cost approximately $\$ 30,000.00$

| Recommended Certification | Yolanda McKnight | December 4, 2012 |
| :--- | :--- | :---: |
| Originator | Date |  |

Approved Certification

Purchasing Review (if applicable)
Assistant City Manager / General Manager $\quad$ Date
or designee (if applicable)


Exemption Authorized (if applicable)
Purchasing Officer or designee Date

11/14/12

## Recorded Books, LLC

## Dear customer,

Thank you for your interest in Recorded Books and our Zinio for Libraries service. In September of 2011, Recorded Books signed an exclusive agreement with Zinio to distribute the Zinio for Libraries online digital magazine service to public libraries in the United States, Canada, United Kingdom and Australia.

Recorded Books is the sole source supplier for this service to public libraries in these territories and they are only available from Recorded Books.

Sincerely,


Jim Schmidt
Vice President of Business Development

## Search Results

Current Search Terms: recorded* books*

| Your search for "recorded* books*" returned the following results... |  |  |  |
| :---: | :---: | :---: | :---: |
| Entity | RECORDED BOOKS LLC |  | Status: Active $\dagger$ |
| DUNS: 615977667 <br> Has Active Exclusion?: No |  | CAGE Code: 07KG8 DoDAAC: | View Details |
| Entity | RECORDED BOOKS,LLC |  | Status: Active ${ }^{+}$ |
| DUNS: 038790846 <br> Has Active Exclusion?: No |  | CAGE Code: OFYS9 DoDAAC: | View Details |

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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|  | Requestor： | Yolanda McKnight，974－7476 |  |
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RQS VENDOR SINGLE


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    | Line | Quantity | Unit |  | Commodity Information／Description（s） | Unit Price | Extended Amount |
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[^1]:    CLAYTON STRICKLAND VC0000101689 AD001 RECORDED BOOKS LLC 270 SKIPSACK RD
    
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