



Amendment No.2
To
Contract No.NS170000061
For
Bibliocommons Subscription Services
Between
Bibliocommons, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 13, 2019 through September 12, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$88,548.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/13/2017-09/12/2019	\$173,788.00	\$173,788.00
Amendment No. 1: Invoice Address Change 11/21/2017	\$0.00	\$173,788.00
Amendment No. 2: Option 1-Extension 9/13/2019 - 9/12/2020	\$88,548.00	\$262,336.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: PKG Aug. 15, 2019

Printed Name: Patrick Kennedy
Authorized Representative

Bibliocommons Inc.
119 Spadina Ave Ste 1000
Toronto, ON, M5V 2L1
(647) 436-6381
beth@bibliocommons.com

Sign/Date: [Signature]

James Howard
Procurement Manager

Sign/Date: N/A

Annie Atwood
Procurement Specialist I

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
of
Contract No. NS170000061
for
BiblioCommons Subscription Services
between
Bibliocommons, Inc.
and the
City of Austin

- 1.0 The above referenced contract is hereby amended, effective November 21, 2017, to modify the invoice address to the following:

	City of Austin
Department	Austin Public Library
Email	Library.ACCSAccountsPayable@austintexas.gov
Address	PO Box 2287
City, State, Zip Code	Austin, TX 78768

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 09/13/2017 – 09/12/2019	\$173,788.00	\$173,788.00
Amendment No. 1: Invoice Address Change	\$0.00	\$173,788.00

- 3.0 MBE/WBE goals were not established for 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.

Signature: PK

Date: November 21st 2017

Printed Name: Patrick Kennedy
Authorized Representative

BiblioCommons, Inc.
119 Spadina Avenue, Suite 1000
Toronto, ON M5V2L1, Canada

Signature: Elisa Folco

Date: 11/21/2017

Printed Name: Elisa Folco, Procurement Specialist IV
Authorized Representative

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

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

CONTRACT NUMBER: MA 5600 NS170000061

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. ("Contractor"), having offices at 119 Spadina Avenue, Suite 1000, Toronto, ON M5V2L1, 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, 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 Erica Reynolds, Phone: 647-436-6381 x2014, Email Address: erica@bibliocommons.com. The City's Contract Manager for the engagement shall be Sarah Cronin, Phone: (512) 974-7408, Email Address: Sarah.Cronin@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.

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 \$173,788 for the initial 24 month term, \$88,548 for the first option, \$92,327 for the second option, \$96,062 for the third option, for a total contract amount not-to-exceed \$450,725.

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 the 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	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPIInvoices@austintexas.gov

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 off set 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 Documents.

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 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 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 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 Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. 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 practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.2 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 “Certificate of Interested Parties” as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the “Certificate of Interested Parties” to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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 **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.

5.6 **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 to 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 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 of 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.

6.3 **Warranty Disclaimer.** BiblioCommons provides the Service using a commercially reasonable level of skill and care and BiblioCommons hopes that its customers (including both library staff and patrons) will enjoy accessing and using these Services. However, there are certain things that BiblioCommons does not promise about the

Services. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability and fitness for a particular purpose. BiblioCommons will honour its statutory obligations. To the extent permitted by law, BiblioCommons excludes all warranties outside of those listed in Section 6.1 of the attached Library Subscription Master Agreement (Exhibit I). Unless otherwise required by law, the Service and any software provided in connection with the Service is provided by BiblioCommons under this Agreement on an "as is" basis. Except as otherwise stated in this Agreement, BiblioCommons and its licensors make no (and hereby disclaim all) warranties, representations and conditions whatsoever (whether express or implied; written or oral; arising by statute, operation of law or otherwise) regarding the Service provided under this Agreement, 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, while BiblioCommons will meet its service and support obligations laid out in the Agreement, BiblioCommons makes no warranty that the operation of the Service will be error-free or that it will produce a desired result beyond such obligations.

SECTION 7. MISCELLANEOUS

7.1 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the 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:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 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;

7.1.5 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;

7.1.6 reorganization, reduction and/or relocation in key personnel;

7.1.7 completed sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation against the Contractor; or

7.1.10 significant change in market share or product focus.

7.2 Audits and Records.

7.2.1 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.

7.2.2 Records Retention:

7.2.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether

in digital or physical format, except a record specifically relating to the Contactor's internal administration.

7.2.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.2.3 T

7.3 **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.

7.4 **Indemnity.**

7.4.1 Definitions:

7.4.1.1 "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:

7.4.1.1.1 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;

7.4.1.1.2 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),

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

7.4.2 **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.**

7.4.3 **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.

7.5 **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 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.

7.6 **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:

City of Austin, Purchasing Office

ATTN: Elisa Folco, Contract Management Specialist IV

P O Box 1088

Austin, TX 78767

To the Contractor:

BiblioCommons, Inc.

ATTN: Erica Reynolds, Director of Library Partnership Development

119 Spadina Avenue, Suite 1000

Toronto, ON M5V2L1

7.7 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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. 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.

7.13 **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.

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

7.15 **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.

7.16 **Dispute Resolution.**

7.16.1 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.

7.16.2 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.

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

7.17.1 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.

7.17.2 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.**

7.17.3 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.

7.18 **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.

7.19 **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.

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

<u>Holiday</u>	<u>Date Observed</u>
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.

7.21 **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.

7.22 **Non-Suspension or Debarment Certification.** 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. By accepting a Contract with the City, the Vendor 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.

7.23 **Incorporation of Documents.**

7.23.1 **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:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.23.2 **Exhibit I, Library Subscription Master Agreement**, is hereby attached and incorporated by reference as though fully set forth herein.

7.24 **Order of Precedence**. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.24.1 any exceptions to the Offer accepted in writing by the City;

7.24.2 the Supplemental Purchase Terms and Conditions;

7.24.3 the Standard Purchase Terms and Conditions;

7.24.4 the Library Subscription Master Agreement (Exhibit I);

7.24.5 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

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

BIBLIOCOMMONS, INC.

By: PK
Signature

Name: Patrick Kennedy
Printed Name

Title: President

Date: September 12, 2017

CITY OF AUSTIN

By: Elisa Folco
Signature

Name: Elisa Folco
Printed Name

Title: Contract Management Specialist IV

Date: September 13, 2017

List of Exhibits

Exhibit A	BiblioCommons Offer
Exhibit B	BiblioCore Service Description
Exhibit C	BiblioCommons Service Levels
Exhibit D	BiblioCommons Technical Requirements
Exhibit E	BiblioCommons Privacy Statement
Exhibit F	BiblioCommons Terms of Use
Exhibit H	Non-Suspension or Debarment Certification
Exhibit I	BiblioCommons Library Subscription Master Agreement

Exhibit A
BiblioCommons Offer

QUOTE



Austin Public Library (TX)

PO Box 1088
Austin, Texas 78767
United States

Quote Date: June 13, 2017
Valid Until: September 13, 2017

Population: 943,795
Population Source: Census

BiblioCore

Includes e-content integration and pre-populated award winners and bestsellers listings. The only element that is recommended but not included is cover art. We recommend that libraries subscribe to either Syndetics or Content Café for this additional content. BiblioCore is hosted, but the ILS connector requires a local server with Tomcat installed per BiblioCommons specifications. Details on the local server can be provided.
Rate: \$0.094627/pop. or \$12,000 minimum.

Annual Subscription Fee: \$80,700.92

BiblioCore Languages - Spanish

Available for catalog and help pages. Spanish, French, Russian, Simplified Chinese, Traditional Chinese and Japanese available.
Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,000 min each, max \$6,000 each.

Annual Subscription Fee: \$5,649.06

Subscription Fees: \$86,349.98

Total: \$86,349.98

Annual Subscription Fees cover hosting, support and upgrades.
Implementation fees are one-time charges for basic configuration of service and basic subscription agreement. If significant modifications or changes to legal venue are required, additional fees may be incurred. All fees are payable on the date of signing.

Quote for Austin Public Library (TX) - June 13, 2017
Prepared by: Colleen

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QUOTE

BiblioCore (Year 2)	Annual Subscription Fee: \$81,717.67
BiblioCore Languages - Spanish (Year 2)	Annual Subscription Fee: \$5,720.24
BiblioCore (Year 3)	Annual Subscription Fee: \$82,754.75
BiblioCore Languages - Spanish (Year 3)	Annual Subscription Fee: \$5,792.83
BiblioCore (Year 4)	Annual Subscription Fee: \$86,326.96
BiblioCore Languages - Spanish (Year 4)	Annual Subscription Fee: \$6,000.00

QUOTE

BiblioCore (Year 5)	Annual Subscription Fee: \$90,061.46
BiblioCore Languages - Spanish (Year 5)	Annual Subscription Fee: \$6,000.00

Fees have been calculated using a 0% rate increase for 3 years on a population base growing at 2% per year, and a 3% rate increase on a population base growing at 2% for years 4 and 5.

Year 1: \$86,349.98

Year 2: \$87,437.90

Year 3: \$88,547.59

Year 4: \$92,326.96

Year 5: \$96,061.46

Exhibit B
BiblioCore Service Description

SCHEDULE “A-1”
BiblioCore Service Description

The Service will provide an OPAC for Subscriber’s holdings. The “Core Service” will include:

- The mapping of bibliographic data from Subscriber’s ILS
- MARC record synchronization between BiblioCommons servers and Subscriber’s ILS
- Registration and log-in for Authorized Patrons:
 - Create account on BiblioCommons if first login, and record personal account information
 - Fetch list of checked out items, holds and recently returned when requested
 - Fetch list of fines when requested
- Support for user-generated content:
 - Bibliographic Records (Bibs) may be annotated as follows:
 - Add faceted tags
 - Specify I own this
 - Add or edit Comment
 - Add a Notice about the content
 - Add Quotation(s)
 - Add to List

Enter Private Notes

- “Lists” or “Guides” Function
 - Create and annotate a List
 - Add bibs from the catalogue
 - Add URL to a list
 - Add item annotations
 - Make a list Public / Private

Configuration option to feature staff-created lists prominently in search results for lists.

- “My Shelves”– including facets
- Recommendations
 - “Follow” a user

Receive recommendations

- Block/unblock user
- Flag inappropriate content
- Search
 - “One box” search interface
 - Basic search options: title, author, subject, tags, lists.
 - Advanced Search Interface
 - Faceted search-results interface, includes Rating facet
 - Sort-by options for search results
 - Advanced “Did you mean...” feature
 - Graduated search feature: “Broaden your search”
 - Display holdings and availability.
- Display of Bibliographic Records
 - Bib Page:
 - Bib information (title, authors)
 - Key MARC data
 - Key inventory data (availability at local branches)
 - Holdings information for serials
 - User-generated content for a bib, hiding user-generated content from blocked users

Third-party bib content provided by Subscriber (e.g. Syndetics, Content Café)

- Ability for users, from the Bibliographic Record, to
 - Place holds
 - Add user-generated content / add to My Collections

“A” - 6

Browse adjacent titles

- Transactions:
 - Place holds
 - Cancel holds
 - Suspend holds
 - Renew items
 - Change patron email address
- Messaging
 - User Inbox provides central location for all messages posted
 - Message blocking available for users under the age of 13
 - Options for sharing content outside of BiblioCommons environment
- Explore New Titles
 - Faceted Browsing
 - Configurable New Titles Listings
- Community credits: automatically saved and displayed to patron
- Library Admin:
 - Community Credits: On/Off
 - High-level activity reporting
 - Tiered permission levels to site: ability to enable authorized Library staff content to be flagged on site
 - Extraction of library data uniquely held by BiblioCommons, using BiblioCommons Web Services APIs, for library "add-ons" or "widgets".
 - Configuration of messages
- BiblioCommons will provide upgrades to the Service at no additional cost. Notwithstanding the above, BiblioCommons reserves the right to charge separate fees for additional services outside the scope of what is described here.

Exhibit C
BiblioCommons Service Levels

SCHEDULE "C"
SERVICE LEVELS

BiblioCommons 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 a Subscriber's applications, equipment, facilities, or employees.

Service Unavailability

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

Service Unavailability will not include any scheduled maintenance, nor will it include any unavailability resulting from:

- a) Subscriber's applications, equipment, facilities, or employees;
- b) any acts or omissions of Subscriber, or any use or Users; or
- c) any event outside the reasonable control of BiblioCommons and Force Majeure events as defined in the Agreement.

Remedy

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

Scheduled Maintenance

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

BiblioCommons shall limit Scheduled Maintenance to ten hours per month and shall make reasonable efforts to notify Subscriber of Scheduled Maintenance not less than twenty-four hours in advance.

Exhibit D
BiblioCommons Technical Requirements

SCHEDULE “D” TECHNICAL REQUIREMENTS

Subscriber must meet the following requirements in order to take advantage of the Service. These requirements may be amended from time to time by BiblioCommons in accordance with evolving technical standards in the industry.

ILS Server and Database

- The ILS Server must be an instance of an ILS system as may be agreed to by BiblioCommons.
- The ILS server must offer or accommodate a reliable programmatic method:
 - to access cataloging and patron data; and
 - to execute circulation requests on behalf of a User
 - to execute any other ILS-based services stipulated in this Agreement.
- Libraries must be able to provide the version number of the ILS application and its underlying database and operating system. Database version is only required for Evergreen and Horizon ILSs.
- The standard security configuration provides for access to the ILS connector by opening a port in Subscriber’s firewall to BiblioCommons servers. Any additional security requirements from Subscriber may be accommodated for a supplementary implementation fee by written agreement.

Tomcat Server

- There must be a new and correct installation of Apache Tomcat on a server (“the Tomcat server”) in the library environment. Tomcat Manager must be installed using BiblioCommons’ pre-configured Tomcat instance, or installed to meet BiblioCommons’ configuration requirements.
- Applicable only for Symphony ILS: 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 1.7 on the Tomcat server, and it must be modifiable as BiblioCommons requirements evolve.
- Tomcat Manager must be installed using BiblioCommons pre-configured Tomcat instance, or installed to meet BiblioCommons configuration requirements.
- Applicable only for Symphony ILS: For Unicorn/Symphony, the Tomcat Server must be run using the ‘sirsi’ user.
- Tomcat must be available through Subscriber’s firewall to the BiblioCommons servers with sufficient privileges and access required to comply with integration requirements.
- As required for monitoring and testing, BiblioCommons must be given unconditional SSH or Remote Desktop access to the server running Tomcat. In the event that such access is not provided by Subscriber, the uptime standard and remedy outlined in Schedule “C” will be void.

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 Subscriber and BiblioCommons
- The Tomcat server must have a minimum of 512 MB of available RAM (for small libraries, under 25,000 population served), 1 GB (for medium libraries, under 100,000 population served) or 1 GB or more (for large libraries).
- The Tomcat server must have a minimum 5 GB of free space on the hard-drive.
- The Tomcat server CPUs must not exceed 50% utilization (with existing, non-BiblioCommons 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: 5Mbps bi-directional (upload/download) or better for a small or medium-sized library, or 44Mbps bi-directional or better for a large library serving a population over 100,000.

Assistance and Access

To successfully launch and maintain the BiblioCommons service, Subscriber must be prepared to provide:

- A Project Manager (the "Library Project Manager") to act as a liaison between your library and BiblioCommons;
- A lead technical contact.
- During the testing and acceptance phase, if any incompatibilities with API calls arise, BiblioCommons will be granted SSH access to the system with the 'sirsi' user in order to verify API calls.

User Interface

Subscriber 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 RGB background colour or image.

In-Library Terminals

BiblioCommons offers support for in-library terminals for the following browsers:

- Internet Explorer
- Firefox
- Safari
- Chrome

An up-to-date listing of the oldest supported browsers will be posted here:

<http://www.bibliocommons.com/how-we-work/supported-browsers>

Other browser support may be provided by written agreement.

Data Quality

In order to facilitate BiblioCommons data transfers and the sharing of information among patrons and libraries, BiblioCommons has deployed the following minimum standards for data, which are preconditions for the Service. BiblioCommons 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

BiblioCommons' 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.

Subscriber will complete a survey describing a set of rules that can be used across all bib records to isolate key data for mapping into BiblioCommons schemas, including for example and without limitation:

- Format values (e.g., DVD, Braille book)
- Audience values: Adult, Teen, Children

"D" - 2

- Fiction/Non-fiction/Other

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

BiblioCommons 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

Subscriber 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 online public access catalogue (OPAC), batch processes). BiblioCommons will support cataloguing practice and workflows that are typical among public libraries in North America.

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

If Subscriber Does Not Meet the Required Conditions

BiblioCommons 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 Subscriber fails to meet materially any of the requirements, Subscriber will a) use its own resources to perform the work necessary to conform to the requirements or to specifications applied by BiblioCommons in libraries of similar size and with the same or similar ILS deployment, or b) hire BiblioCommons at a rate of \$1500 per day per technician to develop a reasonable solution that will be specified and estimated in advance by BiblioCommons.

In the event that Subscriber does not provide 24-hour, 7 day-a-week remote desktop access to the server running Tomcat, Subscriber will pay to BiblioCommons an additional annual fee of ten thousand dollars (\$10,000).

Exhibit E
BiblioCommons Privacy Statement

SCHEDULE "E"
PRIVACY STATEMENT

A link to the Privacy Statement will appear to all Authorized Patrons or users registering with BiblioCommons during the registration process, and will appear on all main pages of the Service. The following Privacy Statement was in effect February 2015 and may be amended by BiblioCommons from time to time.

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 *PUBLIC LIBRARY*, and to connect with other library users. When you use the pages in *PUBLIC LIBRARY*'s catalog that say "Powered by BiblioCommons" 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 [BiblioCommons Terms of Use](#). 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. Information you provide on the BiblioCommons Service may be transmitted to your library and its designated service partners, where it will be handled according to the policies your library has implemented in those environments. Please check the library's website 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 *PUBLIC LIBRARY*. 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.

If you participate in some optional services, for example youth and literacy programs, BiblioCommons may also ask for additional information, such as your ZIP/postal code, education level and gender, in order to support program evaluation.

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. We do not share your information or activity with ad networks or other entities that are not directly involved in the services you choose to use.

If you choose to share information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Lists 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 [My Settings](#).

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 *PUBLIC LIBRARY* to deliver the services you request in accordance with this Privacy Statement. BiblioCommons will not share, gift, sell, rent or trade your personal information (e.g., your email address or month and year of birth). But we may display Shared Content (defined below) in the BiblioCommons Service, or make other commercial uses of Shared Content.

Law Enforcement Requests

BiblioCommons does not share information in response to law enforcement requests unless it is presented with a warrant or other legal compulsion.

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 *PUBLIC LIBRARY* 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 *PUBLIC LIBRARY* account. To delete your BiblioCommons account, please contact the BiblioCommons Privacy Officer. 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 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 *PUBLIC LIBRARY* without your direction to do so. We encourage you to check *PUBLIC LIBRARY*'s policies to understand the other ways in which your contact information may be used by *PUBLIC LIBRARY*.

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 [My Settings](#).

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 ("minors") will be restricted from using the BiblioCommons Service to enter free text; however provision may be made for a more permissive service for minors with parental consent. While the Terms of Use prohibits the use of the BiblioCommons Service to arrange meetings with minors, children should be advised never to arrange meetings with strangers over the Internet.

User-generated content may not be appropriate for children. The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content may be offensive to some users. Enabling this functionality will help decrease the likelihood of children encountering objectionable material when using the BiblioCommons Service.

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 guardians cannot be given access to a child's borrowing record.

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

Is my borrowing record tracked?

No. 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 stored on your BiblioCommons account, and it is never shared with other users. You may choose to create a record of your recently-borrowed titles if this service is supported by your library; 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 the recently-borrowed feature, no automatic record of your borrowing will be created.

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 Lists 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 [Privacy Settings](#). In addition, messages sent directly to other users through the service are not publically 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 Lists, 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 also records anonymous information and activity in order to improve the quality and scope of the features and content you access through the BiblioCommons Service. For example:

Information such as your browser type or IP address may be used to help us understand how visitors use the service over time 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.

Activity such as borrowing and reading may be aggregated anonymously to guide the development of the library's collections or to allow publishers to understand how their titles are being used.

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 *PUBLIC LIBRARY* discontinues its participation in the BiblioCommons Service, the *PUBLIC LIBRARY* may transfer your information to a new service of a similar nature. In addition, *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
119 Spadina Avenue, suite 1000
Toronto, ON M5V 2L1, Canada
tel. 1 (647) 436 6381

PUBLIC LIBRARY 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.

Exhibit F
BiblioCommons Terms of Use

SCHEDULE "F"
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 February 2015 and may be amended by BiblioCommons from time to time.

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 *PUBLIC LIBRARY*, and to connect with other BiblioCommons users. When you use the pages in *PUBLIC LIBRARY*'s catalog that say "Powered by BiblioCommons" 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 of Use; please read them carefully.

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

No. *PUBLIC LIBRARY* may have additional policies that govern other aspects of the services we offer. Please check the library's website 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 *PUBLIC LIBRARY* 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 *PUBLIC LIBRARY* and other libraries affiliated with BiblioCommons (*PUBLIC LIBRARY* 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 [BiblioCommons Privacy Statement](#) 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.

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 [Privacy Statement](#), which forms a part of these Terms of Use, as well as the *PUBLIC LIBRARY* 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 Lists 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 [Privacy Statement](#), or visit your [privacy settings](#).

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, *PUBLIC LIBRARY* and BiblioCommons are granted an irrevocable, perpetual, non-exclusive license 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 *PUBLIC LIBRARY* and BiblioCommons have to use Shared Content?

By contributing content such as reviews and comments to the BiblioCommons Service, you are granting BiblioCommons and *PUBLIC LIBRARY* the right to use this content broadly. BiblioCommons may display Shared Content in the services that we sell to libraries or other third parties. Unless otherwise indicated, when you post Public Content, you grant, represent and warrant that you have the right to grant BiblioCommons and *PUBLIC LIBRARY* 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 *PUBLIC LIBRARY* 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 of Use 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' 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' 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
119 Spadina Avenue, suite 1000
Toronto, ON M5V 2L1, Canada
tel. 647 436 6381

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

Some users may not wish to view all user generated content. BiblioCommons users who are logged-in have the option of blocking, "ignoring" or collapsing content from specified users on an individual basis. Ignoring a user can be reversed. The BiblioCommons Service also offers the ability to collapse user-generated content that other users have flagged as containing content that they consider offensive or otherwise inappropriate.

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BiblioCommons will allow all Users to collapse user-generated content based on their individual viewing preferences. But an individual User's viewing preferences shall not affect the viewing preferences of other Users.

All posted content is subject to the Appropriate Use standards of these Terms of Use. If you see content that violates the Appropriate Use standards, you may flag the content 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 reviewed for compliance with the Terms of Use. If such content is found to violate the Terms of Use, it may be removed from public view and an email will be sent to the User who authored the content, notifying the User of the right to appeal the initial determination. The email will notify the User that BiblioCommons has removed the flagged content, indicate the specific Terms of Use that were violated, and state the process for appealing BiblioCommons' initial determination. A User's failure to submit a written appeal in the manner described in the email notice within thirty (30) days of the date of the notice will render the decision to remove the content final.

BiblioCommons will give Users who appeal the initial determination within 30 days as provided above an opportunity to explain why the flagged content complies with the Terms of Use. BiblioCommons will review the information provided by the User in support of the appeal and shall decide, after considering that information, whether the content complies with or violates the Terms of Use. BiblioCommons shall decide an appeal within 30 days of receiving it.

If BiblioCommons determines that the flagged content does not violate the Terms of Use, it shall restore the flagged comment. If BiblioCommons determines that the flagged content violates the Terms of Use, it shall promptly notify the User of its decision not to restore the flagged content and the reason for the decision.

The BiblioCommons 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 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, use the BiblioCommons Service to arrange a meeting with anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- disable, overburden, impair the proper performance or functionality of the BiblioCommons Service or otherwise use or attempt to use the BiblioCommons Service to organize a meeting with any individual who is under 18 years of age;
- 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, trademark, or other means of attribution or identification of any party in a manner reasonably likely to give a user the

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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 all terms governing the use of the BiblioCommons Service, including these Terms of Use;
- 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:

- violates the Appropriate User Standards;
- is unrelated to the specific book, movie, music or other library material that is the subject of the post or displayed page;
- is unlawful, threatens or incites violence, physical intimidation or other unlawful action or otherwise creates a genuine risk of imminent harm or direct threat to safety;
- consists of or depicts obscene material as defined by applicable state, provincial or national law;
- constitutes unlawful multi-level marketing, such as a pyramid scheme;
- constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam and/or chain letters for commercial or personal gain;
- is private information about or belonging to any third party, including, without limitation, home addresses, home phone numbers, personal email addresses, personal identification numbers and credit card numbers, the disclosure of which would constitute an invasion of privacy or otherwise be prohibited under applicable law;
- 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;
- infringes upon or violates the rights of any individual or entity under applicable state, provincial or national law including without limitation, intellectual property rights;
- constitutes, encourages or provides instructions for a criminal offense or that would otherwise create liability or violate any local, state, national or international law.

Warning About Content

You understand that by using the BiblioCommons Service, you may encounter content that may be considered indecent or otherwise 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 indecent or otherwise 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.

The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content does not conform to the Terms of Use or is otherwise inappropriate for all users. Enabling this functionality will help decrease the likelihood of encountering objectionable material when using the BiblioCommons Service.

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.

BIBLIOCOMMONS CONTENT

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 on other websites?

The Service makes it possible for you to feature public BiblioCommons Content on external third party websites or applications. This is encouraged under the terms described here. Pages on any external third-party websites and applications that 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, at any time and without notice, to object to or require the removal of any link that is misleading, or interrupts or interferes with the Service provided by BiblioCommons.

Are there any restrictions on my use of the Service Content in other environments?

BiblioCommons and *PUBLIC LIBRARY* 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 trademark 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 *PUBLIC LIBRARY* take responsibility for fines that result from missed reminders. You can check your account status by visiting [My Borrowing](#).

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.

Your First Amendment and Other Rights

BiblioCommons has worked extensively with libraries across the United States to ensure that these Terms of Use protect your First Amendment and other rights as a library patron. These Terms of Use (including the mechanics around removing Shared Content as described above) have been created and are revisited from time to time, to ensure that they are reflective of, and otherwise protect, your First Amendment and other library patron rights. These Terms of Use should not be interpreted in any matter to lessen or remove your First Amendment rights or any other statutory rights you may have as a library patron.

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 that such forum is not appropriate. 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. 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

The BiblioCommons service is constantly evolving in order to provide the best possible experience for our users, and our terms may change accordingly. However we will not reduce your rights under these Terms of Use without your explicit consent. We will post any changes to the Terms on this page and, if the changes are significant, we will provide a more prominent notice on the Service. 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.

EXHIBIT G
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of September, 2017

CONTRACTOR
Authorized
Signature

BiblioCommons, Inc.
[Signature]
President

Title

EXHIBIT H
Non-Suspension or Debarment Certification

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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: PK Date: September 12, 2017

Printed Name: Patrick Kennedy

Title: President

LIBRARY SUBSCRIPTION MASTER AGREEMENT

THIS LIBRARY SUBSCRIPTION AGREEMENT (the “**Agreement**”) is made this 1st day of October, 2017 (“**Effective Date**”) between BiblioCommons Inc., a corporation constituted under the laws of the Province of Ontario, Canada (“**BiblioCommons**”) and the **City of Austin**, a **home-rule municipality** created under the laws of the **State of Texas** (“**Subscriber**”) (Individually, a “**Party**” and collectively, the “**Parties**”). The terms and conditions of this Agreement shall govern the Service(s) (as defined below) to be provided by BiblioCommons under any Order Form (as defined below) executed by the Parties, as though the provisions of this Agreement were set forth in their entirety within such Order Form.

NOW THEREFORE in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions.

Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

- (a) “**Agreement**” has the meaning ascribed to it in the introductory paragraph;
- (b) “**Authorized Patron**” means a person who has a numbered library account with Subscriber and is authorized by Subscriber to use the Service;
- (c) “**BiblioCommons**” has the meaning ascribed to it in the introductory paragraph;
- (d) “**Breaching Party**” has the meaning ascribed to it in Section 7.1(b) hereof;
- (e) “**Business Day**” means a day, other than a Saturday or a Sunday or statutory holiday in the jurisdiction of either Party;
- (f) “**BiblioWeb Service**” has the meaning set out in the applicable Order Form;
- (g) “**Confidential Information**” means any information disclosed by a Party to the other Party pursuant to this Agreement in a context which would cause a reasonable person to believe the information is intended to be treated as confidential, including but not limited to, documents expressly designated as confidential, any information related to BiblioCommons

proprietary services and software including the Service, Secure Personal Information, and information related to Subscriber’s processes, products, employees, facilities, equipment, security systems, information systems, finances, marketing plans, suppliers, or distributors; provided, however that “**Confidential Information**” shall not include information that: (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of the Disclosing Party; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the Disclosing Party without a duty of confidentiality; (v) is known to the Receiving Party prior to disclosure; (vi) is at any time developed by the Receiving Party independently of any such disclosure(s) from the Disclosing Party; or (vii) must be disclosed as required by law;

- (h) “**Core**” or “**Core Service**” has the meaning set out in the applicable Order Form;
- (i) “**Disclosing Party**” has the meaning ascribed to it in Section 5.1 hereof; to
- (j) “**Designated Person**” is the person designated by the subscriber to receive all notices, consent and other communication. See Sections 9.13, 9.12, and 9.14;
- (k) “**Effective Date**” has the meaning ascribed to it in the introductory paragraph;
- (l) “**Fees**” means the fees for the Services set out in the applicable Order Form, as adjusted for Renewal Terms from time to time as set out in Section 3.1(b);
- (m) “**Force Majeure Event**” has the meaning ascribed to it in Section 9.4;
- (n) “**ILS**” means the Subscriber’s Integrated Library System, used for library circulation, cataloging and other services;
- (o) “**Initial Term**” has the meaning ascribed to it in Section 2.2 hereof;
- (p) “**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 or trademarks) or arising from protection of information as a trade secret, confidential information or common law trademark right;
- (q) “**Order Form**” has the meaning ascribed to it in Section 3.1(a) hereof;
- (r) “**Parting**” has the meaning ascribed to it in Section 7.2 hereof;

(s) **“Party”** or **“Parties”** has the meaning ascribed to it in the introductory paragraph.

(t) **“Privacy Statement”** shall mean a statement of BiblioCommons’ privacy practices that shall govern BiblioCommons’ collection, use and disclosure of Personal Information of Authorized Patrons which, as of the Effective Date, is attached as Schedule “E”, and which may be amended by BiblioCommons from time to time;

(u) **“Receiving Party”** has the meaning ascribed to it in Section 5.1 hereof;

(v) **“Renewal Term”** has the meaning ascribed to it in Section 2.2 hereof;

(w) **“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; notwithstanding the foregoing “Secure Personal Information” shall not include Shared Content or information an individual has chosen to transmit or share through a feedback service provided on the Service, web-forms on the BiblioWeb service (if any) or an entry in any context which is, by design, publically viewable;

(x) **“Shared Content”** has the meaning ascribed to it in the Privacy Statement;

(y) **“Service”** means a range of services purchased as set out in the applicable Order Form;

(z) **“Subscriber”** has the meaning ascribed to it in the introductory paragraph;

(aa) **“Technical Requirements”** has the meaning ascribed to it in Section 3.2 hereof;

(bb) **“Term”** shall mean the duration of the Initial Term and any Renewal Term;

(cc) **“Terms of Use”** shall mean the terms of use that govern the use by Authorized Patrons of the Service which, as of the Effective Date, is attached as Schedule “F”, and which may be amended by BiblioCommons from time to time;

(dd) **“User”** means an Authorized Patron who has registered with BiblioCommons to use the Service.

1.2 Schedules.

This Agreement contains the following schedules, each of which are attached and incorporated to this Agreement:

Schedule “A” – Template Order Form

Schedule “B” – Support Services

Schedule “C” – Service Levels

Schedule “D” – Technical Requirements

Schedule “E” – Privacy Statement

Schedule “F” – Terms of Use

Schedule “G” – Additional Fees

1.3 Calculation of Time.

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. Any payment or action to be made or taken on a day other than a Business Day in either jurisdiction shall be made or taken on the immediately following day that is a Business Day in the jurisdictions of both Parties.

2. BIBLIOCOMMONS OBLIGATIONS

2.1 Delivery of Service.

During the Term, BiblioCommons shall make the Service available via the Internet to Authorized Patrons and grant to Subscriber 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.

2.2 Term.

Unless terminated earlier as provided herein, this Agreement shall be for a period of one (1) year as of the Effective Date (the **“Initial Term”**). In the event an Order Form contains Services that are being added to an existing subscription, such added Services shall be coterminous with the Initial Term or applicable Renewal Term and shall be billed from the applicable Order Form Effective Date according to the Fees corresponding to such applicable Order Form. Unless terminated pursuant to Section 7.1, upon expiration of the Initial Term, this Agreement and the related Schedules and Order Forms will renew automatically for subsequent 1-year renewal terms at then current prices (each, a **“Renewal Term”**), provided that BiblioCommons provides notice to Subscriber of such prices at least ninety (90) days prior to the end of the Term and unless either Party notifies the other Party of its intention to not renew the Agreement at least sixty (60) days prior to the end of the Term.

2.3 Changes to the Service.

BiblioCommons may, from time to time and at any time, in its sole discretion, introduce upgrades and updates to the Services that are consistent with the service description set out in the applicable Order Form at no additional charge.

2.4 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 BiblioCommons in its sole discretion, BiblioCommons will:

- 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 BiblioCommons will review any appeals to assess whether the removed content conforms with the Terms of Use in effect at the time of removal.

2.5 Support.

BiblioCommons will use commercially reasonable efforts to support the Services in accordance with the service levels and remedies outlined in Schedule "B" Support Services.

2.6 Service Level.

BiblioCommons will use reasonable efforts to provide the Core Service in accordance with the service levels and remedies outlined in Schedule "C" Service Levels. Notwithstanding anything herein to the contrary:

- BiblioCommons may interrupt the Service for security purposes;
- The Service is dependent on the Internet and availability and performance may be impacted by the availability and performance of the Internet.

2.7 Indemnity.

BiblioCommons shall indemnify, hold harmless and defend Subscriber from and against all third party claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) ("Claims") made against or incurred, suffered or sustained by the Subscriber, in connection with, or relating to, or arising out of any allegation or claim that the Service itself violates or infringes any third party intellectual property rights except to the extent such Claim is related to the acts or omissions of the Subscriber, its Authorized Patrons or any of its respective agents or contractors; provided that, BiblioCommons is provided with (i) prompt written notice of any third party claim; (ii) all necessary assistance, information and authority necessary for BiblioCommons to defend a third party claim and perform its obligations under this Section; and (iii) sole control of the defense of such claim and all associated negotiations.

3. SUBSCRIBER OBLIGATIONS

3.1 Order Forms, Fees and Payment.

(a) Order Form.

Subscriber shall order a Service by completing and signing an order form, a template of which is set out in Schedule "A" attached hereto (each, an "**Order Form**"). Each accepted, fully executed Order Form shall become incorporated herein by reference as successive Exhibits (e.g. Exhibit A-1, Exhibit A-2 etc.).

In the event that Subscriber's business practices require a purchase order number be issued prior to payment of any BiblioCommons invoices pursuant to the applicable Order Form, then such purchase order number must be provided to BiblioCommons prior to the activation of the Service. Subscriber's execution and return of the applicable Order Form to BiblioCommons without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of the invoices hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgment, or other business form or writing that Subscriber may use in connection with the provision of Service(s) from BiblioCommons will have no force and effect on the rights, duties or obligations of the Parties, regardless of any failure of BiblioCommons to object to such terms, provisions or conditions.

(b) Fees.

All Fees are exclusive of amounts payable as tax or any other registration or operating fee that may be levied against BiblioCommons by national, state or local authorities in whose jurisdiction Subscriber operates and that pertain to the provision of the Service during the Term. Such amounts will be payable by Subscriber. Fees are based on Services purchased, not actual usage. Payment obligations are non-cancelable and Fees paid are non-refundable. The price actually charged for a specific Service will be the price in effect at the time the Service is requested. On the anniversary date of an Order Form, BiblioCommons reserves the right to increase the Fees for the Services upon notice to the Subscriber. BiblioCommons reserves the right to modify its Fees, charges and/or to introduce new charges at any time, upon at least ninety (90) days prior notice to Subscriber, effective upon the next Renewal Term.

(c) Payment Terms.

All Fees are exclusive of taxes. All amounts payable by Subscriber are inclusive of all applicable taxes.

Payments shall be due 30 days from receipt of an invoice by the Subscriber from BiblioCommons. Payments not received when due will accrue interest at the lower of (i) one percent (1%) per month, or (ii) the highest rate allowed by applicable law. BiblioCommons or its agent shall have the right to recover all collection costs from the Subscriber. Without limiting its other remedies, if Subscriber is late in its payments at any time, BiblioCommons or its agent may request reasonable assurances or deposits to secure Subscriber's payment obligations hereunder.

(d) Non Payment.

In the event that full payment is not made by the Subscriber within 60 days of the date of receipt of an invoice by the Subscriber, BiblioCommons or its agent may send to the Subscriber a written requirement for payment and if payment is not received within thirty days of the date of receipt of that notice by the Subscriber, BiblioCommons may terminate this Agreement as set out below in Section 7 (Termination). However, this right may be waived upon mutual written confirmation between BiblioCommons and the Subscriber of their intent to continue service delivery in spite of payment delays.

3.2 Technical Requirements.

Subscriber will ensure that its ILS and its bibliographic and patron data meet minimum standards determined by BiblioCommons, attached and incorporated as Schedule "D" (the "**Technical Requirements**").

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Intellectual Property Rights.

As between BiblioCommons and Subscriber, all rights, title and interest, including all Intellectual Property Rights, related to the Service and related software and documentation, including without limitation, any and all upgrades, updates, improvements, fixes, additions, enhancements, modifications and derivative works thereto, shall remain with BiblioCommons. Nothing in this Agreement shall grant to either Party any ownership or other Intellectual Property Rights of the other Party other than as expressly set out in this Agreement. Nothing in this Agreement 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.

4.2 Control of Trade-marks.

Subscriber acknowledges that "**BiblioCommons**" is a trade-mark of BiblioCommons and shall not be used by

Subscriber except as expressly provided in this Agreement and otherwise only with the written consent of BiblioCommons and in accordance with any trade-mark guidelines that may be provided by BiblioCommons from time to time.

5. CONFIDENTIAL INFORMATION

5.1 Disclosure; Standard of Care.

The Parties acknowledge that, in the course of this Agreement, 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 Agreement. 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 Agreement 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.

6. WARRANTIES

6.1 BiblioCommons Warranties.

BiblioCommons hereby represents and warrants to Subscriber that: (a) BiblioCommons is legally incorporated and validly exists as a corporation under the laws of Ontario; (b) BiblioCommons has the power and authority to enter into the Subscriber Agreement; (c)

The individual signing this Agreement has the power and authority to sign such documents; (d) It will use its commercially reasonable efforts to maintain the systems associated with the Service free from viruses, Trojans and other harmful code; and (e) The Service will be performed in a professional, workmanlike manner, commensurate with industry practices within the industry in which BiblioCommons operates.

6.2 Subscriber Warranties.

Subscriber hereby represents and warrants to BiblioCommons that: (a) Subscriber is a **home-rule municipality** under the laws of the **State of Texas** (b) Subscriber has the power and authority to enter into the Subscriber Agreement; (c) the individual signing this Agreement has the power and authority to sign such documents; and (d) Subscriber will use commercially reasonable efforts to avoid transmitting to BiblioCommons any viruses, Trojans and other harmful code.

6.3 Warranty Disclaimer.

BiblioCommons provides the Service using a commercially reasonable level of skill and care and BiblioCommons hopes that its customers (including both library staff and patrons) will enjoy accessing and using these Services. However, there are certain things that BiblioCommons does not promise about the Services. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability and fitness for a particular purpose. BiblioCommons will honour its statutory obligations. To the extent permitted by law, BiblioCommons excludes all warranties outside of those listed in Section 6.1. Unless otherwise required by law, the Service and any software provided in connection with the Service is provided by BiblioCommons under this Agreement on an “as is” basis. Except as otherwise stated in this Agreement, BiblioCommons and its licensors make no (and hereby disclaim all) warranties, representations and conditions whatsoever (whether express or implied; written or oral; arising by statute, operation of law or otherwise) regarding the Service provided under this Agreement, 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, while BiblioCommons will meet its service and support obligations laid out in the Agreement, BiblioCommons makes no warranty that the operation of the Service will be

error-free or that it will produce a desired result beyond such obligations.

7. TERMINATION

7.1 Termination.

This Agreement may be terminated at any time:

(a) if either BiblioCommons or Subscriber has filed or commenced, or suffered or submitted to the filing or commencement of, any bankruptcy or insolvency proceeding under the law of its domicile or incorporation;

(b) by either Party if the other Party breaches the terms and provisions of this Agreement provided the Party alleging that the other Party is in breach (the “**Breaching Party**”) provides written notice to such Breaching Party of the alleged breach. The Breaching Party shall have 30 days to remedy such breach, unless such breach cannot reasonably be remedied within 30 days, in which case the Breaching Party shall make all reasonable efforts within 30 days to begin to remedy the alleged breach and shall remedy such breach within a time period that is commercially reasonable to complete such remedy.

Notwithstanding the termination or expiration of this Agreement, Articles 1, 4, 5, Section 6.3, Article 7, Article 8 and Article 9 shall survive the termination or expiration of this Agreement.

7.2 Treatment of Patron-Contributed Data upon Termination.

In the event of a termination of this Agreement or should a renewal agreement not be established after the Term (a “**Parting**”), BiblioCommons shall provide at Subscriber’s request and upon the payment of a cost-recovery fee referenced in Schedule G, a transfer of all user-generated bibliographic annotations for use by Subscriber in association with an alternate service, provided by Subscriber itself or by a third party, that adheres to the Terms of Use and Privacy Statement. In addition, in the event of a Parting, Subscriber agrees that BiblioCommons will send a customer service communication, subject to Subscriber 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 BiblioCommons service;

(b) initially approached the Service for registration through a website that is not affiliated with Subscriber;

(c) subscribed to syndicated information from one or more persons who are registered users of a BiblioCommons service; or

(d) syndicated their information or content from BiblioCommons to other websites.

Secure Personal Information on BiblioCommons servers that is associated with Users who do not choose to continue their participation in a BiblioCommons service will be deactivated within ninety (90) days of a Parting.

8. LIMITATION OF LIABILITY

8.1 Limitations of Liability.

Except for any claims of misappropriation of intellectual property and for fees due under Article 3, 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 Agreement to the other Party exceeding the aggregate amount of the Fees paid by Subscriber to BiblioCommons during the 12 month period immediately preceding the date of any such claim. This limitation of liability extends to any alleged liability arising under the law of contracts, torts, negligence or any legal or equitable theory whatsoever.

9. GENERAL

9.1 Good Faith and Fair Dealing.

Each Party agrees that it shall, with respect to the other Parties, and in all matters related to this Agreement, act in good faith and in accordance with reasonable commercial standards.

9.2 Publicity.

Each Party may issue a public statement or general marketing communications announcing the relationship under this Agreement without the prior written consent of the other Party. For the sole purpose of marketing and promoting the Service and for the Term of this Agreement only, each Party hereby grants to the other Party the non-exclusive non-transferable right to use and display such party's logos and trade-marks in the other Party's websites and marketing materials, subject to compliance with the originating Party's trade-mark guidelines provided to the other Party from time to time.

9.3 Entire Agreement.

This Agreement together with all of the terms in the applicable Order Form constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements,

understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof and thereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein, or incorporated by reference herein, has been made or relied upon by any Party hereto.

9.4 Force Majeure.

Neither Party shall be liable for any damages, delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control or without its fault or negligence (each, a "**Force Majeure Event**"), including but not limited to "acts of God", delays caused by governmental authorities, strikes, lockouts and other labour unrest, delays in obtaining governmental approvals and similar conditions. A Party shall, in order to avail itself of any of the provisions of this Section, promptly send a written notice of the Force Majeure Event to the other Party, including a description of the Force Majeure Event, its expected duration and a description of the actions being taken by the Party to mitigate the effect of the Force Majeure Event.

9.5 Severability.

For the purposes of this section, the Parties acknowledge and agree that each and every term of this Agreement is of the essence. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any Party. Upon such a declaration, the Parties shall modify this Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

9.6 Further Assurances.

Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

9.7 Amendments.

This Agreement may be modified or amended only with the mutual written consent of the Parties.

9.8 Assignment.

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party, except that BiblioCommons may assign this Agreement to any third party, without consent, in connection with any sale, amalgamation, reorganization or similar transaction involving a sale of all or substantially all of its shares or assets, provided that such assignee adopts this Agreement.

9.9 Subcontracting.

BiblioCommons may subcontract portions of the Service, provided that BiblioCommons shall remain responsible for all of its obligations under this Agreement as the original contracting party hereto.

9.10 No Waiver.

No failure or delay by any Party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Except as otherwise provided herein, the rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise.

9.11 No Agency.

The Parties are not partners or joint venturers; neither Party is the agent, representative, or employee of the other Party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Neither Party will have any responsibility or liability for the actions of the other Party except as specifically provided herein. Neither Party will have any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party.

9.12 Dispute Resolution Process.

(a) Escalation Procedure.

Any dispute between the Parties shall first be referred to the persons designated in this Agreement for the receipt of Notices (the “**Designated Persons**”), by written notice of the dispute including the material facts. The Designated Persons shall attempt to resolve the dispute and shall escalate it to the appropriate management representatives of the Parties as may be considered appropriate.

(b) Arbitration.

If the Designated Persons are unable to resolve the dispute pursuant to Section 9.12(a) within 30 days, the dispute may be submitted by either Party to final and binding arbitration pursuant to the Arbitration Act (Ontario), provided that there shall be a single arbitrator, unless the Parties cannot agree on a single arbitrator, in which case either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator. Any arbitration shall be conducted in Toronto, Ontario, in the English language. The prevailing Party shall be awarded its reasonable costs associated with the arbitration, including legal fees and other expenses.

(c) Exception from Mandatory Arbitration.

Notwithstanding any provision of this Section 9.12, a Party shall be able to seek interim or injunctive relief before a court of competent jurisdiction for a breach or a threatened breach of any provision of this Agreement dealing with confidential information or intellectual property rights. For the purposes of the foregoing, each Party expressly attorns to the jurisdiction of the courts of the Province of Ontario in the City of Toronto and waives any claim or defence of inconvenient forum.

(d) Conduct During Dispute.

If the Dispute Resolution process described in Section 9.12 is in progress, BiblioCommons shall continue to provide the Service to Subscriber, and Subscriber shall continue to make any payments required under this Agreement. If, at the conclusion of the dispute resolution process, it is determined that such payments were not required to be made, all such amounts shall be refunded by BiblioCommons with simple interest at 1% per month.

9.13 Notices.

All notices, consents and other communications required or which may be given under this Agreement will be in writing and will be deemed to have been duly given when given by hand, by courier, or by email confirmed by the recipient.. If sent outside business hours of the addressee, such notice, consent or other communication will be deemed to have been duly given at the beginning of the next Business Day. Notices, consents and other communications shall be addressed to a Party at its address set forth below, or at such other address as a Party may hereafter designate by notice given in accordance with the terms hereof

If for BiblioCommons:	BiblioCommons Inc. 119 Spadina Ave. Suite 1000 Toronto, ON M5V 2L1
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	Canada Attention: Patrick Kennedy with a copy to: Stikeman Elliott LLP 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Canada Fax: (416) 947-0866 Attention: Wesley Ng
If for Subscriber:	City of Austin, Purchasing Office ATTN: Elisa Folco, Contract Management Specialist IV P.O. Box 1088 Austin, TX 78767 USA

9.14 Counterparts; Facsimile.

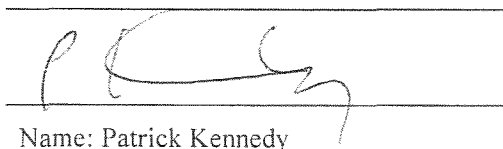
This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and facsimile or scanned signatures shall be deemed original. This Agreement shall become effective when each Party hereto shall have received an original, scanned or faxed counterpart hereof signed by each other Party hereto.

9.15 Governing Law and Venue.

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the Province of Ontario, Canada. The Parties agree that no action taken by either party will be heard by a jury.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

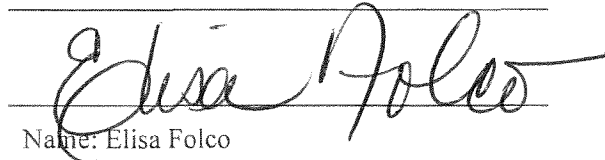
BIBLIOCOMMONS INC.

A handwritten signature in black ink, appearing to read 'Patrick Kennedy', written over a horizontal line.

Name: Patrick Kennedy

Title: President

CITY OF AUSTIN

A handwritten signature in black ink, appearing to read 'Elisa Folco', written over a horizontal line.

Name: Elisa Folco

Title: Contract Management Specialist IV

SCHEDULE “A”
TEMPLATE ORDER FORM
(Attached)



Order #: 00000263

Austin Public Library (TX)

PO Box 1088
Austin, Texas 78767
United States

Population: 943,795
Population Source: Census

Date: August 3, 2017

PO # (Optional):

Term: Oct 1, 2017 – Sept 30, 2022

All Fees are in USD

BiblioCore**Annual Subscription Fee: \$80,700.92**

See Schedule "A-1"

Rate: \$0.096527/pop. or \$12,000 minimum

Languages - Spanish**Annual Subscription Fee: \$5,649.06**

See Schedule "A-7"

Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter. \$2,000 min each, max \$6,000 each.

Subscription Fees: \$86,349.98

Total Due this Year, payable on the date hereof:
\$86,349.98

BiblioCore Year 2

Annual Subscription Fee: \$81,717.67

See Schedule "A-1"

Rate: \$0.096527/pop. or \$12,000 minimum

Languages – Spanish Year 2

Annual Subscription Fee: \$5,720.24

See Schedule "A-7"

Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,000 min each, max \$6,000 each.

BiblioCore Year 3

Annual Subscription Fee: \$82,754.75

See Schedule "A-1"

Rate: \$0.096527/pop. or \$12,000 minimum

Languages – Spanish Year 3

Annual Subscription Fee: \$5,792.83

See Schedule "A-7"

Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,000 min each, max \$6,000 each.

BiblioCore Year 4

Annual Subscription Fee: \$86,326.96

See Schedule "A-1"

Rate: \$0.096527/pop. or \$12,000 minimum

Languages – Spanish Year 4

Annual Subscription Fee: \$6,000.00

See Schedule "A-7"

Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,000 min each, max \$6,000 each.

BiblioCore Year 5

Annual Subscription Fee: \$90,061.46

See Schedule "A-1"

Rate: \$0.096527/pop. or \$12,000 minimum

Languages – Spanish Year 5

Annual Subscription Fee: \$6,000.00

See Schedule "A-7"

Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,000 min each, max \$6,000 each.

Fees have been calculated using a 0% rate increase for 3 years on a population base growing at 2% per year, and a 3% rate increase on a population base growing at 2% for years 4 and 5:

Year 1: \$86,349.98

Year 2: \$87,437.90

Year 3: \$88,547.59

Year 4: \$92,326.96

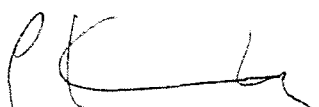
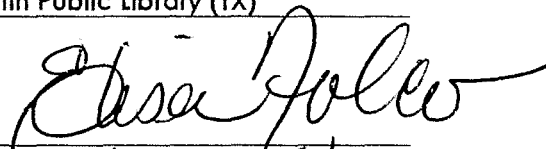
Year 5: \$96,061.46

SCHEDULE "A" Order Form

This Order Form supplements the Library Subscription Master Agreement ("Agreement") dated October 1, 2017 and is incorporated therein by reference. Capitalized terms not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict with this Order Form and the Agreement, the Order Form will govern. All amounts payable by Subscriber are exclusive of taxes.

Attached Service descriptions, if any, shall be incorporated by reference herein. The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s).

IN WITNESS WHEREOF the parties hereto have caused this Order Form to be duly executed by their proper authorized officers.

BiblioCommons Inc.		Austin Public Library (TX)	
Signature		Signature	
Name	Patrick Kennedy	Name	Elisa Folco
Title	President	Title	Contract Mngt Spec IV
Date	Aug 3, 2017	Date	9/13/2017

SCHEDULE “A-1”

BiblioCore Service Description

The Service will provide an OPAC for Subscriber’s holdings. The “Core Service” will include:

- The mapping of bibliographic data from Subscriber’s ILS
- MARC record synchronization between BiblioCommons servers and Subscriber’s ILS
- Registration and log-in for Authorized Patrons:
 - Create account on BiblioCommons if first login, and record personal account information
 - Fetch list of checked out items, holds and recently returned when requested
 - Fetch list of fines when requested
- Support for user-generated content:
 - Bibliographic Records (Bibs) may be annotated as follows:
 - Add faceted tags
 - Specify I own this
 - Add or edit Comment
 - Add a Notice about the content
 - Add Quotation(s)
 - Add to List

Enter Private Notes

- “Lists” or “Guides” Function
 - Create and annotate a List
 - Add bibs from the catalogue
 - Add URL to a list
 - Add item annotations
 - Make a list Public / Private

Configuration option to feature staff-created lists prominently in search results for lists.

- “My Shelves”– including facets
- Recommendations
 - “Follow” a user

Receive recommendations

- Block/unblock user
- Flag inappropriate content
- Search
 - “One box” search interface
 - Basic search options: title, author, subject, tags, lists.
 - Advanced Search Interface
 - Faceted search-results interface, includes Rating facet
 - Sort-by options for search results
 - Advanced “Did you mean...” feature
 - Graduated search feature: “Broaden your search”
 - Display holdings and availability.
- Display of Bibliographic Records
 - Bib Page:
 - Bib information (title, authors)
 - Key MARC data
 - Key inventory data (availability at local branches)
 - Holdings information for serials
 - User-generated content for a bib, hiding user-generated content from blocked users

Third-party bib content provided by Subscriber (e.g. Syndetics, Content Café)

- Ability for users, from the Bibliographic Record, to
 - Place holds
 - Add user-generated content / add to My Collections

Browse adjacent titles

- Transactions:
 - Place holds
 - Cancel holds
 - Suspend holds
 - Renew items
 - Change patron email address
- Messaging
 - User Inbox provides central location for all messages posted
 - Message blocking available for users under the age of 13
 - Options for sharing content outside of BiblioCommons environment
- Explore New Titles
 - Faceted Browsing
 - Configurable New Titles Listings
- Community credits: automatically saved and displayed to patron
- Library Admin:
 - Community Credits: On/Off
 - High-level activity reporting
 - Tiered permission levels to site: ability to enable authorized Library staff content to be flagged on site
 - Extraction of library data uniquely held by BiblioCommons, using BiblioCommons Web Services APIs, for library "add-ons" or "widgets".
 - Configuration of messages
- BiblioCommons will provide upgrades to the Service at no additional cost. Notwithstanding the above, BiblioCommons reserves the right to charge separate fees for additional services outside the scope of what is described here.

SCHEDULE “A-7”
Schedule of Additional Services

The Service will also include the following languages for the BiblioCore product:

- Language module for Spanish

SCHEDULE “B” POST IMPLEMENTATION SUPPORT

Support Process and Response Time

BiblioCommons provides four levels of post-rollout support for the Core Service and the BiblioWeb Service as applicable. These vary in timing and scope, in proportion to the severity of the problem to which they are responding. BiblioCommons defines severity by four levels:

1. Emergency
2. Critical
3. Normal
4. Low-priority.

The severity of a problem is determined by:

- A. The importance of the feature affected
- B. The prevalence of the outage

A. Definition of feature importance

Primary Features	Secondary Features	Tertiary Features
BiblioCore Service		
<ul style="list-style-type: none"> • Site availability • Registration • Login • Search • Holds • Renewals 	<ul style="list-style-type: none"> • Synchronization: of bibliographic records (additions, deletions, edits), and item availability) • ILS-independent, BiblioCommons features including: My Shelves and My Lists; user-generated content (e.g. ratings, comments, etc) and community functionality (e.g. Following, Ignoring, patron to patron messaging,) • Cosmetic issues affecting site functionality 	<ul style="list-style-type: none"> • Text changes and cosmetic issues not affecting site functionality • Changes to mapping of configurable features – formats, audience, availability status etc.
BiblioWeb Service		
<ul style="list-style-type: none"> • BiblioWeb Homepage • Header & Footer: visual presence, main navigation • Search: access to dropdowns, ability to conduct a search • Access to Find a Location page • Listing of All Locations page • Events calendar display • Access to Catalog Login in Header 	<ul style="list-style-type: none"> • Location landing pages • Blogs & news posts • Availability of Browse and Audience pages • Cosmetic issues affecting site functionality • Online Resources • BiblioWeb Admin Login • Events Admin interface • Footer: images & appearance 	<ul style="list-style-type: none"> • Text changes and cosmetic issues not affecting site functionality • Forms • FAQs • Archival Collections • Ability to upload and access media

B. Definition of Prevalence

Complete: System-wide; consistently reproduced in supported browsers and against (multiple) patron IDs.

Partial: Feature outages that are not universal, but are estimated to affect a significant (i.e. >5%) of relevant use cases (e.g. logins, pageviews, holds, etc.).

Sporadic: Affecting less than 5% of total relevant use cases. (Use cases that are relevant issue in question.)

Severity Classification by Feature Importance and Failure Prevalence:

		Prevalence of Failure		
		Complete	Partial	Sporadic
Feature Importance	Primary	■ Emergency	■ Emergency	▣ Critical
	Secondary	▣ Critical	▣ Critical	▣ Normal
	Tertiary	▣ Normal	▣ Low	▣ Low

Supported reporting methods by issue severity

BiblioCommons supports different response methods, depending on the severity of the problem.

Contact Method			
■ Emergency	▣ Critical	▣ Normal	▣ Low
24/7 emergency Online Ticket Entry	Standard technical support line during support hours or Online Ticket Entry	Online Ticket Entry	Online Ticket Entry

Emergency Online Ticket Entry

BiblioCommons provides an emergency 24-hour support ticket type accessible from the Partner Portal. Entering one of these tickets will immediately alert the appropriate on-call team.

Backup Emergency Phone

In the event that you are unable to reach our emergency online ticketing system, you can call our toll-free phone number to report emergencies. This is only a backup.

Online ticket entry

For non-critical issues, BiblioCommons manages support through an online error ticketing system built into the BiblioCommons Partner Portal. This is the standard gateway for all communications with BiblioCommons Support. BiblioCommons will supply access to this service to the Library for the purpose of issue tracking.

Non-critical issues should be reported to BiblioCommons through online support tickets.

Once Requests are submitted they will be triaged, with resources and scheduling assigned based on an assessment of the importance of the issue.

Response Commitments by level of severity

Response Commitments			
■ Emergency	■ Critical	■ Normal	■ Low
<p>Immediate. Worked on until resolved.</p>	<p>Immediate, or next working day if outside support hours.</p> <p>Typically resolved within 24 hours, if resolution is possible without code modification.</p> <p>May be included in Hotfix release depending on severity. However, BiblioCommons reserves the right to defer high-risk code changes to the next scheduled Feature Release</p>	<p>Requests are reviewed within two business days.</p> <p>They are then assigned a priority level based on the scope and severity of the issue.</p> <p>They are prioritized against other outstanding issues for potential inclusion in upcoming releases.</p>	<p>Requests are reviewed within two business days.</p> <p>Low priority issues are dealt with as resources permit.</p>

SCHEDULE "C"

SERVICE LEVELS

BiblioCommons 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 a Subscriber's applications, equipment, facilities, or employees.

Service Unavailability

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

Service Unavailability will not include any scheduled maintenance, nor will it include any unavailability resulting from:

- a) Subscriber's applications, equipment, facilities, or employees;
- b) any acts or omissions of Subscriber, or any use or Users; or
- c) any event outside the reasonable control of BiblioCommons and Force Majeure events as defined in the Agreement.

Remedy

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

Scheduled Maintenance

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

BiblioCommons shall limit Scheduled Maintenance to ten hours per month and shall make reasonable efforts to notify Subscriber of Scheduled Maintenance not less than twenty-four hours in advance.

SCHEDULE “D” TECHNICAL REQUIREMENTS

Subscriber must meet the following requirements in order to take advantage of the Service. These requirements may be amended from time to time by BiblioCommons in accordance with evolving technical standards in the industry.

ILS Server and Database

- The ILS Server must be an instance of an ILS system as may be agreed to by BiblioCommons.
- 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
 - to execute any other ILS-based services stipulated in this Agreement.
- Libraries must be able to provide the version number of the ILS application and its underlying database and operating system. Database version is only required for Evergreen and Horizon ILSs.
- The standard security configuration provides for access to the ILS connector by opening a port in Subscriber’s firewall to BiblioCommons servers. Any additional security requirements from Subscriber may be accommodated for a supplementary implementation fee by written agreement.

Tomcat Server

- There must be a new and correct installation of Apache Tomcat on a server (“the Tomcat server”) in the library environment. Tomcat Manager must be installed using BiblioCommons’ pre-configured Tomcat instance, or installed to meet BiblioCommons’ configuration requirements.
- Applicable only for Symphony ILS: 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 1.7 on the Tomcat server, and it must be modifiable as BiblioCommons requirements evolve.
- Tomcat Manager must be installed using BiblioCommons pre-configured Tomcat instance, or installed to meet BiblioCommons configuration requirements.
- Applicable only for Symphony ILS: For Unicorn/Symphony, the Tomcat Server must be run using the ‘sirsi’ user.
- Tomcat must be available through Subscriber’s firewall to the BiblioCommons servers with sufficient privileges and access required to comply with integration requirements.
- As required for monitoring and testing, BiblioCommons must be given unconditional SSH or Remote Desktop access to the server running Tomcat. In the event that such access is not provided by Subscriber, the uptime standard and remedy outlined in Schedule “C” will be void.

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 Subscriber and BiblioCommons
- The Tomcat server must have a minimum of 512 MB of available RAM (for small libraries, under 25,000 population served), 1 GB (for medium libraries, under 100,000 population served) or 1 GB or more (for large libraries).
- The Tomcat server must have a minimum 5 GB of free space on the hard-drive.
- The Tomcat server CPUs must not exceed 50% utilization (with existing, non-BiblioCommons 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: 5Mbps bi-directional (upload/download) or better for a small or medium-sized library, or 44Mbps bi-directional or better for a large library serving a population over 100,000.

Assistance and Access

To successfully launch and maintain the BiblioCommons service, Subscriber must be prepared to provide:

- A Project Manager (the "Library Project Manager") to act as a liaison between your library and BiblioCommons;
- A lead technical contact.
- During the testing and acceptance phase, if any incompatibilities with API calls arise, BiblioCommons will be granted SSH access to the system with the 'sirsi' user in order to verify API calls.

User Interface

Subscriber 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 RGB background colour or image.

In-Library Terminals

BiblioCommons offers support for in-library terminals for the following browsers:

- Internet Explorer
- Firefox
- Safari
- Chrome

An up-to-date listing of the oldest supported browsers will be posted here:

<http://www.bibliocommons.com/how-we-work/supported-browsers>

Other browser support may be provided by written agreement.

Data Quality

In order to facilitate BiblioCommons data transfers and the sharing of information among patrons and libraries, BiblioCommons has deployed the following minimum standards for data, which are preconditions for the Service. BiblioCommons 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

BiblioCommons' 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.

Subscriber will complete a survey describing a set of rules that can be used across all bib records to isolate key data for mapping into BiblioCommons schemas, including for example and without limitation:

- Format values (e.g., DVD, Braille book)
- Audience values: Adult, Teen, Children

- Fiction/Non-fiction/Other

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

BiblioCommons 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

Subscriber 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 online public access catalogue (OPAC), batch processes). BiblioCommons will support cataloguing practice and workflows that are typical among public libraries in North America.

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

If Subscriber Does Not Meet the Required Conditions

BiblioCommons 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 Subscriber fails to meet materially any of the requirements, Subscriber will a) use its own resources to perform the work necessary to conform to the requirements or to specifications applied by BiblioCommons in libraries of similar size and with the same or similar ILS deployment, or b) hire BiblioCommons at a rate of \$1500 per day per technician to develop a reasonable solution that will be specified and estimated in advance by BiblioCommons.

In the event that Subscriber does not provide 24-hour, 7 day-a-week remote desktop access to the server running Tomcat, Subscriber will pay to BiblioCommons an additional annual fee of ten thousand dollars (\$10,000).

SCHEDULE “E” PRIVACY STATEMENT

A link to the Privacy Statement will appear to all Authorized Patrons or users registering with BiblioCommons during the registration process, and will appear on all main pages of the Service. The following Privacy Statement was in effect February 2015 and may be amended by BiblioCommons from time to time.

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 *PUBLIC LIBRARY*, and to connect with other library users. When you use the pages in *PUBLIC LIBRARY*’s catalog that say “Powered by BiblioCommons” 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 [BiblioCommons Terms of Use](#). 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. Information you provide on the BiblioCommons Service may be transmitted to your library and its designated service partners, where it will be handled according to the policies your library has implemented in those environments. Please check the library’s website 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 *PUBLIC LIBRARY*. 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.

If you participate in some optional services, for example youth and literacy programs, BiblioCommons may also ask for additional information, such as your ZIP/postal code, education level and gender, in order to support program evaluation.

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. We do not share your information or activity with ad networks or other entities that are not directly involved in the services you choose to use.

If you choose to share information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Lists 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 [My Settings](#).

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 *PUBLIC LIBRARY* to deliver the services you request in accordance with this Privacy Statement. BiblioCommons will not share, gift, sell, rent or trade your personal information (e.g., your email address or month and year of birth). But we may display Shared Content (defined below) in the BiblioCommons Service, or make other commercial uses of Shared Content.

Law Enforcement Requests

BiblioCommons does not share information in response to law enforcement requests unless it is presented with a warrant or other legal compulsion.

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 *PUBLIC LIBRARY* 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 *PUBLIC LIBRARY* account. To delete your BiblioCommons account, please contact the BiblioCommons Privacy Officer. 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 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 *PUBLIC LIBRARY* without your direction to do so. We encourage you to check *PUBLIC LIBRARY*'s policies to understand the other ways in which your contact information may be used by *PUBLIC LIBRARY*.

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 [My Settings](#).

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 ("minors") will be restricted from using the BiblioCommons Service to enter free text; however provision may be made for a more permissive service for minors with parental consent. While the Terms of Use prohibits the use of the BiblioCommons Service to arrange meetings with minors, children should be advised never to arrange meetings with strangers over the Internet.

User-generated content may not be appropriate for children. The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content may be offensive to some users. Enabling this functionality will help decrease the likelihood of children encountering objectionable material when using the BiblioCommons Service.

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 guardians cannot be given access to a child's borrowing record.

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

Is my borrowing record tracked?

No. 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 stored on your BiblioCommons account, and it is never shared with other users. You may choose to create a record of your recently-borrowed titles if this service is supported by your library; 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 the recently-borrowed feature, no automatic record of your borrowing will be created.

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 Lists 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 [Privacy Settings](#). In addition, messages sent directly to other users through the service are not publically 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 Lists, 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 also records anonymous information and activity in order to improve the quality and scope of the features and content you access through the BiblioCommons Service. For example:

Information such as your browser type or IP address may be used to help us understand how visitors use the service over time 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.

Activity such as borrowing and reading may be aggregated anonymously to guide the development of the library's collections or to allow publishers to understand how their titles are being used.

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 *PUBLIC LIBRARY* discontinues its participation in the BiblioCommons Service, the *PUBLIC LIBRARY* may transfer your information to a new service of a similar nature. In addition, *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
119 Spadina Avenue, suite 1000
Toronto, ON M5V 2L1, Canada
tel. 1 (647) 436 6381

PUBLIC LIBRARY 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.

SCHEDULE "F"

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 February 2015 and may be amended by BiblioCommons from time to time.

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 *PUBLIC LIBRARY*, and to connect with other BiblioCommons users. When you use the pages in *PUBLIC LIBRARY*'s catalog that say "Powered by BiblioCommons" 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 of Use; please read them carefully.

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

No. *PUBLIC LIBRARY* may have additional policies that govern other aspects of the services we offer. Please check the library's website 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 *PUBLIC LIBRARY* 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 *PUBLIC LIBRARY* and other libraries affiliated with BiblioCommons (*PUBLIC LIBRARY* 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 [BiblioCommons Privacy Statement](#) 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.

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 [Privacy Statement](#), which forms a part of these Terms of Use, as well as the *PUBLIC LIBRARY* 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 Lists 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 [Privacy Statement](#), or visit your [privacy settings](#).

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, *PUBLIC LIBRARY* and BiblioCommons are granted an irrevocable, perpetual, non-exclusive license 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 *PUBLIC LIBRARY* and BiblioCommons have to use Shared Content?

By contributing content such as reviews and comments to the BiblioCommons Service, you are granting BiblioCommons and *PUBLIC LIBRARY* the right to use this content broadly. BiblioCommons may display Shared Content in the services that we sell to libraries or other third parties. Unless otherwise indicated, when you post Public Content, you grant, represent and warrant that you have the right to grant BiblioCommons and *PUBLIC LIBRARY* 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 *PUBLIC LIBRARY* 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 of Use 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' 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' 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
119 Spadina Avenue, suite 1000
Toronto, ON M5V 2L1, Canada
tel. 647 436 6381

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

Some users may not wish to view all user generated content. BiblioCommons users who are logged-in have the option of blocking, "ignoring" or collapsing content from specified users on an individual basis. Ignoring a user can be reversed. The BiblioCommons Service also offers the ability to collapse user-generated content that other users have flagged as containing content that they consider offensive or otherwise inappropriate.

BiblioCommons will allow all Users to collapse user-generated content based on their individual viewing preferences. But an individual User's viewing preferences shall not affect the viewing preferences of other Users.

All posted content is subject to the Appropriate Use standards of these Terms of Use. If you see content that violates the Appropriate Use standards, you may flag the content 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 reviewed for compliance with the Terms of Use. If such content is found to violate the Terms of Use, it may be removed from public view and an email will be sent to the User who authored the content, notifying the User of the right to appeal the initial determination. The email will notify the User that BiblioCommons has removed the flagged content, indicate the specific Terms of Use that were violated, and state the process for appealing BiblioCommons' initial determination. A User's failure to submit a written appeal in the manner described in the email notice within thirty (30) days of the date of the notice will render the decision to remove the content final.

BiblioCommons will give Users who appeal the initial determination within 30 days as provided above an opportunity to explain why the flagged content complies with the Terms of Use. BiblioCommons will review the information provided by the User in support of the appeal and shall decide, after considering that information, whether the content complies with or violates the Terms of Use. BiblioCommons shall decide an appeal within 30 days of receiving it.

If BiblioCommons determines that the flagged content does not violate the Terms of Use, it shall restore the flagged comment. If BiblioCommons determines that the flagged content violates the Terms of Use, it shall promptly notify the User of its decision not to restore the flagged content and the reason for the decision.

The BiblioCommons 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 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, use the BiblioCommons Service to arrange a meeting with anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- disable, overburden, impair the proper performance or functionality of the BiblioCommons Service or otherwise use or attempt to use the BiblioCommons Service to organize a meeting with any individual who is under 18 years of age;
- 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, trademark, 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 all terms governing the use of the BiblioCommons Service, including these Terms of Use;
- 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:

- violates the Appropriate User Standards;
- is unrelated to the specific book, movie, music or other library material that is the subject of the post or displayed page;
- is unlawful, threatens or incites violence, physical intimidation or other unlawful action or otherwise creates a genuine risk of imminent harm or direct threat to safety;
- consists of or depicts obscene material as defined by applicable state, provincial or national law;
- constitutes unlawful multi-level marketing, such as a pyramid scheme;
- constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam and/or chain letters for commercial or personal gain;
- is private information about or belonging to any third party, including, without limitation, home addresses, home phone numbers, personal email addresses, personal identification numbers and credit card numbers, the disclosure of which would constitute an invasion of privacy or otherwise be prohibited under applicable law;
- 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;
- infringes upon or violates the rights of any individual or entity under applicable state, provincial or national law including without limitation, intellectual property rights;
- constitutes, encourages or provides instructions for a criminal offense or that would otherwise create liability or violate any local, state, national or international law.

Warning About Content

You understand that by using the BiblioCommons Service, you may encounter content that may be considered indecent or otherwise 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 indecent or otherwise 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.

The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content does not conform to the Terms of Use or is otherwise inappropriate for all users. Enabling this functionality will help decrease the likelihood of encountering objectionable material when using the BiblioCommons Service.

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.

BIBLIOCOMMONS CONTENT

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 on other websites?

The Service makes it possible for you to feature public BiblioCommons Content on external third party websites or applications. This is encouraged under the terms described here. Pages on any external third-party websites and applications that 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, at any time and without notice, to object to or require the removal of any link that is misleading, or interrupts or interferes with the Service provided by BiblioCommons.

Are there any restrictions on my use of the Service Content in other environments?

BiblioCommons and *PUBLIC LIBRARY* 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 trademark 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 *PUBLIC LIBRARY* take responsibility for fines that result from missed reminders. You can check your account status by visiting [My Borrowing](#).

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.

Your First Amendment and Other Rights

BiblioCommons has worked extensively with libraries across the United States to ensure that these Terms of Use protect your First Amendment and other rights as a library patron. These Terms of Use (including the mechanics around removing Shared Content as described above) have been created and are revisited from time to time, to ensure that they are reflective of, and otherwise protect, your First Amendment and other library patron rights. These Terms of Use should not be interpreted in any matter to lessen or remove your First Amendment rights or any other statutory rights you may have as a library patron.

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 that such forum is not appropriate. 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. 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

The BiblioCommons service is constantly evolving in order to provide the best possible experience for our users, and our terms may change accordingly. However we will not reduce your rights under these Terms of Use without your explicit consent. We will post any changes to the Terms on this page and, if the changes are significant, we will provide a more prominent notice on the Service. 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.

**SCHEDULE “G”
ADDITIONAL FEES**

Additional fees may apply in certain circumstances as referenced in the Agreement. The following fees are in effect on the date hereof. Data exports will be completed after payment from Subscriber has been received and provided that Subscriber is not in material breach of any of its material obligations under this Agreement.

G.1 - Patron-Contributed Data Export Upon Termination – BiblioCore and BiblioCMS

Fee: \$2,000.00

Format: .csv format or such other format that the Parties may agree upon

Scope: Shared Content that has been submitted by Users via the BiblioCore and BiblioWeb products

G.2 - Staff-Contributed Data Export Upon Termination – BiblioWeb

Fee: \$500.00

Format: XML format

Scope: Content that is in production that has been created by Subscriber’s staff in the BiblioWeb product

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Elisa Folco/512-974-1421	PM Name/Phone	Bryan Tutton/512-974-2977
Sponsor/User Dept.	Communications and Technology Management (CTM)	Sponsor Name/Phone	Bryan Tutton/512-974-2977
Solicitation No	ELF0004	Project Name	UPS Electrical Services
Contract Amount	Initial Term: \$750,000 Year 1: \$750,000 Year 2: \$750,000 Year 3: \$750,000 Year 4: \$750,000 Total: \$3,750,000	Ad Date (if applicable)	NA

Procurement Type

- | | | |
|---|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input checked="" type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

To purchase Uninterruptable Power Supplies and Power Supply Maintenance and Repair for the City.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

RFP BKH0151. No Goals were established. No Subcontractors.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

Uninterruptable Power Supplies, 28596 - 25%
Power Supply Maintenance & Repair, 94055 - 75%

Elisa Folco 4/13/2017

Buyer Confirmation **Date**

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	6/1/2017	Date Assigned to BDC	6/1/2017
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In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

<input type="checkbox"/> Goals	% MBE	% WBE
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GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Commodity Code - 94055 - Power Supply Maintenance and Repairs (75%) has no M/WBE Availability.
 28596 - Uninterruptible Power Supplies (25%) has 3 Available M/WBE companies. Prime Vendors customarily stock specified supplies for maintenance and repairs.

Subcontracting Opportunities Identified

No subcontracting opportunities identified.

Counselor Name

SMBR Staff *Kenneth Kalu*

Signature/ Date *Kenneth Kalu 6/1/2017*

SMBR Director or Designee

Date

6.6.17

Returned to/ Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BiblioCommons Inc.
Toronto ON Canada

Certificate Number:
2017-243753

Date Filed:
08/01/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 5600 NS170000061
BiblioCommons Subscription Services (Library Catalog Discovery)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The New York Public Library, Astor, Lenox and Tilden	New York, NY United States	X	
	Kennedy, Patrick	Toronto Ontario Canada	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patrick Kennedy, this the 2nd day of August, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Katherine Welsh Labiste
Printed name of officer administering oath

Notary Public
Title of officer administering oath



Austin Public Library (TX)

PO Box 1088
Austin, Texas 78767
United States

Population: 943,795
Population Source: Census

Quote Date: June 13, 2017
Valid Until: September 13, 2017

BiblioCore

Includes e-content integration and pre-populated award winners and bestsellers listings. The only element that is recommended but not included is cover art. We recommend that libraries subscribe to either Syndetics or Content Café for this additional content. BiblioCore is hosted, but the ILS connector requires a local server with Tomcat installed per BiblioCommons specifications. Details on the local server can be provided.
Rate: \$0.096527/pop. or \$12,000 minimum

Annual Subscription Fee: \$80,700.92

BiblioCore Languages - Spanish

Available for catalog and help pages. Spanish, French, Russian, Simplified Chinese, Traditional Chinese and Japanese available.
Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,000 min each, max \$6,000 each.

Annual Subscription Fee: \$5,649.06

Subscription Fees: \$86,349.98

Total: \$86,349.98

Annual Subscription Fees cover hosting, support and upgrades. Implementation fees are *one-time charges* for basic configuration of service and basic subscription agreement. If significant modifications or changes to legal venue are required, additional fees may be incurred. All fees are payable on the date of signing.

BiblioCore (Year 2)	Annual Subscription Fee: \$81,717.67
BiblioCore Languages - Spanish (Year 2)	Annual Subscription Fee: \$5,720.24
BiblioCore (Year 3)	Annual Subscription Fee: \$82,754.75
BiblioCore Languages - Spanish (Year 3)	Annual Subscription Fee: \$5,792.83
BiblioCore (Year 4)	Annual Subscription Fee: \$86,326.96
BiblioCore Languages - Spanish (Year 4)	Annual Subscription Fee: \$6,000.00

BiblioCore (Year 5)	Annual Subscription Fee: \$90,061.46
BiblioCore Languages - Spanish (Year 5)	Annual Subscription Fee: \$6,000.00

Fees have been calculated using a 0% rate increase for 3 years on a population base growing at 2% per year, and a 3% rate increase on a population base growing at 2% for years 4 and 5:

Year 1: \$86,349.98

Year 2: \$87,437.90

Year 3: \$88,547.59

Year 4: \$92,326.96

Year 5: \$96,061.46