



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

January 24, 2018

Recorded Books, Inc.  
Samantha Bourne  
270 Skipjack Road  
Prince Frederick, MD 20678  
[rfp@recordedbooks.com](mailto:rfp@recordedbooks.com)

Dear Ms. Bourne:

The City of Austin approved the execution of a contract with your company for downloadable magazine content.

Responsible Department:	Austin Public Library Department
Department Contact Person:	Jorge Valle
Department Contact Email Address:	<a href="mailto:Jorge.Valle@austintexas.gov">Jorge.Valle@austintexas.gov</a>
Department Contact Telephone:	512-974-7432
Project Name:	Downloadable Magazine Content: Zinio
Contractor Name:	Recorded Books, Inc.
Contract Number:	MA 8500 PA180000012
Contract Period:	01/24/18 – 01/23/21 Initial Term
Dollar Amount	\$150,000 Initial Term
Extension Options:	Two 12-Month Options of \$50,000 each
Requisition Number:	17121900157

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

Sincerely,

Marian Moore  
Procurement Specialist III  
City of Austin  
Purchasing Office

cc: Monica McClure  
Jorge Valle

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
RECORDED BOOKS, INC.  
FOR  
DOWNLOADABLE MAGAZINE CONTENT  
MA 8500 PA180000012**

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

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

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

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. 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.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Samantha Bourne, Phone: (800) 638-1304, Email Address: rfp@recordedbooks.com. The City's Contract Manager for the engagement shall be Jorge Valle, (512) 974-7432, Email Address: Jorge.Valle@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

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

2.2 **Tasks.** Contractor shall provide the Subscription Services to Zinio™ digital magazines for libraries, pursuant to the Recorded Books Zinio™ for Libraries Platform License agreement, as modified by the City and attached hereto as Exhibit A.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** In consideration for the subscription services and digital magazine downloaded materials under this Contract, the Contractor shall be paid an estimated amount of \$150,000 for the initial term and an estimated amount of \$50,000 for each extension option, for a total contract not to exceed \$250,000.

3.2 **Invoices.**

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

separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be emailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	ACCSCAccountsPayable@austintexas.gov

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

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

### 3.3 **Payment.**

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

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

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

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

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

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

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

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

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

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract 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 Final Payment and Close-Out.**

3.5.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.5.2 The making and acceptance of final payment will constitute:

3.5.2.1 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

3.5.2.2 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 commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

4.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

4.1.2 Upon expiration of the term or any 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 for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

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

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

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

lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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

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

## SECTION 5. OTHER DELIVERABLES

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

### 5.1.1 **General Requirements.**

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

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

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

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

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

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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

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

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

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

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

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

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

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

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

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

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

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

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

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

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

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

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

5.2 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the

Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**5.3 No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**5.4 Equal Opportunity.**

**5.4.1 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.

**5.4.2 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.

**5.5 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.

**5.6 Delays.**

**5.6.1** 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.

**5.6.2** 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.

**5.7 Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

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

**SECTION 6. WARRANTIES**

**6.1 Warranty – 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 warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

## **SECTION 7. MISCELLANEOUS**

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

### **7.2 Workforce.**

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

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

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

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

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

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

7.4 **Significant Event.** The Contractor shall immediately notify the 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:

7.4.1 disposal of major assets;

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

7.4.3 any significant termination or addition of provider contracts;

7.4.4 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;

7.4.5 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;

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

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor 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.

7.5.2 **Records Retention:**

7.5.2.1 Contractor is subject to City Code 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 Contractor's internal administration.

7.5.2.2 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

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

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

7.7 **Indemnity.**

7.7.1 Definitions:

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

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

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

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

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

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect 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 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

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

To the City:  
City of Austin, Purchasing Office  
ATTN: Procurement Specialist

To the Contractor:  
Recorded Books Inc.  
ATTN: Samantha Bourne

**7.10 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.

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

**7.12 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.

**7.13 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.

**7.14 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.

**7.15 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.

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

**7.17 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.

**7.18 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.

**7.19 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.

**7.20 Dispute Resolution.**

7.20.1 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.

7.20.2 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.

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

7.21.1 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.

7.21.2 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.**

7.21.3 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.

## **7.22 Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

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

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

provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

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

<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.

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

7.27 **Non-Suspension or Debarment Certification.** The City 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.

7.28 **Incorporation of Documents.** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

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

RECORDED BOOKS, INC.

By: James A. Schmidt  
Signature

Name: James A. Schmidt  
Printed Name

Title: SVP Sales & Business Development

Date: 01-24-18

CITY OF AUSTIN

By: Marian Moore  
Signature

Name: Marian Moore  
Printed Name

Title: Procurement Specialist III

Date: 1/24/18

## **List of Exhibits**

Exhibit A	Platform License Agreement
Exhibit B	Pricing Agreement
Exhibit C	Non Discrimination Certification, Section 0800

## **Recorded Books Zinio for Libraries Platform License Agreement**

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

### **License**

Recorded Books, Inc. ("Recorded Books"), grants to the City of Austin (a "Library Account") a nontransferable and non-exclusive license (the "License") to use (i) the Zinio digital newsstand including all of its publisher approved content (the "Digital Content") made available through the various online sites, application platforms and the proprietary associated Zinio Reader that hosts Digital Content for and on behalf of Zinio service to Recorded Books for resale to users through a single issue or subscription offering by Zinio ("Zinio") and (ii) the Zinio made available by Recorded Books in accordance with the terms of this License Agreement and in the applicable Subscription Form entered into in connection with the Zinio service and annual platform order purchased by Library Account to receive the Zinio service on the terms described herein and in the applicable Zinio Subscription Format the platform level set forth in such Subscription Form. Library Accounts may not reproduce, distribute, display, modify, alter, publish, exploit, transfer or transmit, in any form, or by any means, any Digital Content or any portion of the Zinio service, other than in accordance with this License Agreement, without the prior written consent of Recorded Books. All use by Library Account or any of the Library Account's current employees, and patrons that the Library Account has reasonably authorized to directly or remotely access the Library Account's systems and content (each, an "End User") of any Digital Content selected by Library Account or otherwise accessed by Library Account or End Users, including but not limited to any authorized trial periods, any period for which a fee has been paid, and when updates and access to new Digital Content are provided, is subject to the terms and conditions set forth in this License. Recorded Books is not responsible for Digital Content that ceases to be available on the Zinio platform due to a publisher's decision to no longer publish said Digital Content. Library Account shall have the right to receive a replacement issue from the same publisher, at no additional cost, or to receive a pro-rated refund for any remaining subscription term that has not been used. Library Account shall be responsible for ensuring that any End Users accessing applicable Recorded Books site(s) are notified of, and abide by, the terms of this License.

### **Ownership of Digital Content and Trademarks**

Each Library Account and End User acknowledges that (i) Recorded Books has sole and exclusive ownership of all right, title and interest in and to the Digital Content owned by Recorded Books (the "Owned Content"), and (ii) Recorded Books is a licensee, lessee or otherwise has obtained the right to use the Digital Content for which Recorded Books is a licensee, lessee or otherwise has obtained the right to include such Licensed Content in the Digital Content (the "Licensed Content"). Each Library Account and End User further acknowledges and agrees that it has not acquired, and shall not acquire (whether by operation of law, by this License Agreement, by downloading any Digital Content, or otherwise), any right, title, interest or ownership in or to the Owned Content or the Licensed Content or any part thereof. If a Library Account chooses to terminate their Access Fee subscription before the full term of any Digital Content subscription(s), said subscription(s) will cease to be available to Library Account. If applicable, prorated refunds will be issued for any remaining subscription term that has not been used.

Each Library Account and End User additionally acknowledges that (a) the Zinio trademark is owned by Recorded Books and that all trademarks, logos, and service marks displayed on any Zinio website are owned by Recorded Books or the licensors of the Licensed Content (collectively, the "Trademarks"), (b) all Trademarks are the property of their respective owners and are used with permission, and (c) nothing in this License Agreement or contained on the Zinio website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark.

### **Data Security**

Each Library Account will implement and maintain reasonable measures to ensure that only authorized End Users have access to the Zinio service and Digital Content. Each Library Account will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by Recorded Books on behalf of such Library Account acquired in the course of the operation of the Zinio service, including but not limited to reasonable steps to protect such Library Account's password files and access to the administrative website for management of the Zinio service.

### **Technical Support Services**

Recorded Books agrees to provide technical support services by email and phone to each Library Account, including but not limited to reasonable efforts to (a) assist such Library Account in providing Primary Support, (b) correct, fix, or circumvent errors, and (c) in the

sole discretion of Recorded Books, provide updates, enhancements, and new versions of the Zinio service ("Secondary Support"). Recorded Books shall provide such Secondary Support by email and phone during its normal business hours of Monday- Friday 8:00 AM to 9:00 PM Eastern Standard Time. Each Library Account and End User acknowledges that errors in the Zinio service shall not be a breach of this License Agreement. Upon Library Account's email or phone notification of system errors, Recorded Books shall provide Primary Support within two (2) hours of notification.

### Privacy Policy and Terms of Use

Use of and access to the Zinio service and the Digital Content shall be subject to the Zinio privacy policy and the Zinio terms of use as in effect from time to time and available at "<https://www.rbdigital.com/media/Zinio%20-%20Terms%20of%20Use%20Gateway%20as%20of%20March%202015.pdf>".

### Term and Termination

. Such Library Account obtains certain rights and access to use the Digital Content and Zinio service for the term of its agreement with Recorded Books. The License granted to such Library Account shall be terminated at the end of such term, unless renewed or extended by the mutual agreement of Recorded Books and such Library Account, along with such Library Account's access to the Zinio service and any and all Digital Content, and such Library Account and/or its End Users shall make no further use of all or any part of the Digital Content and the Zinio service.

In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services which are not disputed by Library Account, each Library Account shall have thirty (30) days from the receipt of written notice of such breach from Recorded Books to cure such breach. If the Library Account fails to remedy such breach within such 30-day period, Recorded Books may, at its option and in its sole discretion, terminate its agreement with such Library Account upon written notice to such Library Account and/or temporarily or permanently suspend such Library Account's access to the Zinio service.

### General Provisions

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement.

Neither Recorded Books, nor the licensors of the Licensed Content, nor Library Account, will be liable or deemed to be in default of this License Agreement for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facility shortages, failures of equipment, or failures of the Internet.

Recorded Books should be notified in writing by Library Account of any claims of copyright infringement regarding materials available or accessible on, through, or in connection with the Zinio service or the associated websites.

This License Agreement constitutes the entire Agreement and understanding of the parties. This Agreement may be amended or modified by Recorded Books from time to time only upon notice to the Library Account and End Users on the Zinio website. Library Account reserves the right to accept, reject or modify any Agreement amendments made by Recorded Books.

LIBRARY ACCOUNT: City of Austin

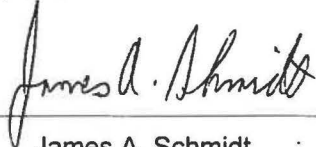
Signature: 

Name: Marian Moore

Title: Procurement Specialist III

**RECORDED BOOKS, INC.**

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "James A. Schmidt", is written over a horizontal line.

Name: \_\_\_\_\_

James A. Schmidt

Title: \_\_\_\_\_

SVP Sales & Business Development

# Recorded Books

Recorded Books Inc. is pleased to offer the RBdigital platform to Austin Public Library for \$20,000.00 annually plus the cost of content.

Please see the included list of available magazines.

LIBRARY NAME:				LIBRARY STATE:				Recorded Books Inc. 270 Skipjack Road Prince Frederick, MD 20678 877-828-2833										sep17vipop				
SUBSCRIPTION QUANTITY TOTAL>>				228	\$ 23,095.34				<<SUBTOTAL DUE													
POPULARITY/Ranking	MAGAZINE NAME	QUAN TITY	RB Annual Sub New (USD)	TOTAL	PUBLISHER	ISSN	RB ID	GENRE	PUB COUNTRY	PUB LANGUA	RATI NG	FREQUENCY	Issues Annual	Restricted Access No.	Restrictio n Period	Territory Restriction	Date Added					
New/Featured	Cooking Light Bookazines	1	\$ 120.00	\$ 120.00	Ti Media Solutions Inc.	CookingLightBook	RBZ0008952	Food & Cooking - Bookazine	United States	English	PG	Monthly	12	500	Monthly	US Sales ONLY	Nov 2016					
New/Featured	PEOPLE Bookazines	1	\$ 120.00	\$ 120.00	PeopleBookazines	RBZ0008947	Entertainment - Bookazine	United States	English	PG	Monthly	12	500	Monthly	US Sales ONLY	Nov 2016						
New/Featured	TIME Bookazines	1	\$ 120.00	\$ 120.00	Ti Media Solutions Inc.	TIMEBookazines	RBZ0008948	History - Bookazine	United States	English	PG	Monthly	12	500	Monthly	US Sales ONLY	Nov 2016					
New/Featured	Southern Living Bookazines	1	\$ 120.00	\$ 120.00	Ti Media Solutions Inc.	SolivingBookazines	RBZ0008951	Lifestyle - Bookazine	United States	English	PG	Monthly	12	500	Monthly	US Sales ONLY	Nov 2016					
New/Featured	LIFE Bookazines	1	\$ 120.00	\$ 120.00	Ti Media Solutions Inc.	LIFEBookazines	RBZ0008950	History - Bookazine	United States	English	PG	Monthly	12	500	Monthly	US Sales ONLY	Nov 2016					
New/Featured	TIME/LIFE Bookazines	1	\$ 120.00	\$ 120.00	Ti Media Solutions Inc.	TIMELIFEBookazines	RBZ0008949	History - Bookazine	United States	English	PG	BiMonthly	6	500	Monthly	US Sales ONLY	Nov 2016					
Most Popular 1	The Economist	4	\$ 569.97	\$ 2,279.88	The Economist Newspaper Limited	0013-0613	RBZ0000331	Business & Finance	United States	English	PG	Weekly	51	25	Weekly	No Sale to Academic						
Most Popular 2	Us Weekly	1	\$ 349.95	\$ 349.95	American Media Operations, Inc	1529-7497	RBZ0000831	Entertainment	United States	English	PG	Weekly	52	500	Weekly		Sep 2016					
Most Popular 3	OK! Magazine	1	\$ 104.97	\$ 104.97	American Media Operations, Inc	1556-8172	RBZ0000638	Entertainment	United States	English	PG	Monthly	52	2500	Weekly		Aug 2015					
Most Popular 4	The New Yorker	1	\$ 299.95	\$ 299.95	Conde Nast US	0028-792X	RBZ00006233	Current Affairs	United States	English	PG	Weekly	51	500	Weekly		10/14/14					
Most Popular 5	Newsweek	1	\$ 74.97	\$ 74.97	The Newsweek/Daily Beast Company LLC	0028-9604	RBZ0000629	Business & Finance	United States	English	PG	Weekly	54	2500	Weekly							
Most Popular 6	Star Magazine	1	\$ 104.52	\$ 104.52	American Media Operations, Inc	STAR-123	RBZ0000780	Entertainment	United States	English	PG	Weekly	52	2500	Weekly							
Most Popular 7	National Geographic	1	\$ 119.94	\$ 119.94	National Geographic Society	00279358	RBZ00000618	Science & Nature	United States	English	PG	Monthly	12	200	Monthly							
Most Popular 8	Prevention	1	\$ 75.00	\$ 75.00	Rodale, Inc.	0032-8006	RBZ0000683	Health & Fitness	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 9	Kiplinger's Personal Finance	1	\$ 36.00	\$ 36.00	Kiplinger	CMG08205	RBZ0000514	Business & Finance	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 10	Good Housekeeping	1	\$ 119.94	\$ 119.94	Hearst	13-3920860	RBZ0000420	Home & Garden	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 11	Better Homes and Gardens	1	\$ 74.95	\$ 74.95	Meredith Corporation	BHG_US	RBZ00005910	Home & Garden	United States	English	PG	Monthly	12	500	Monthly		04/21/14					
Most Popular 12	HGTV Magazine	1	\$ 119.94	\$ 119.94	Hearst	2161-8682	RBZ00003848	Home & Garden	United States	English	PG	Monthly	10	500	Monthly		04/21/14					
Most Popular 13	Martha Stewart Living	1	\$ 59.97	\$ 59.97	Martha Stewart Omnimedia	1057-5251	RBZ0000569	Home & Garden	United States	English	PG	Monthly	10	2500	Monthly							
Most Popular 14	Food Network Magazine	1	\$ 119.94	\$ 119.94	Hearst	1944-723x	RBZ00000383	Food & Cooking	United States	English	PG	Monthly	10	500	Monthly							
Most Popular 15	Family Handyman	1	\$ 44.97	\$ 44.97	Trusted Media Brands Inc.	FAM_HAND	RBZ0000363	Home & Garden	United States	English	PG	Monthly	10	2500	Monthly							
Most Popular 16	O, The Oprah Magazine	1	\$ 119.94	\$ 119.94	Hearst	1531-3247	RBZ0000635	Women	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 17	Reader's Digest	1	\$ 45.00	\$ 45.00	Trusted Media Brands Inc.	RD_123	RBZ00000704	Entertainment	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 18	Family Circle	1	\$ 74.95	\$ 74.95	Meredith Corporation	0014-7206	RBZ0000362	Home & Garden	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 20	Popular Mechanics	1	\$ 119.94	\$ 119.94	Hearst	popm-1234	RBZ0000676	Computers & Technology	United States	English	PG	Monthly	11	500	Monthly							
Most Popular 21	Country Living	1	\$ 119.94	\$ 119.94	Hearst	CNTY-LV1	RBZ0000256	Home & Garden	United States	English	PG	Monthly	10	500	Monthly							
Most Popular 22	AppleMagazine	1	\$ 209.94	\$ 209.94	Ivan Castilho de Almeida	6664-1111	RBZ00000059	Computers & Technology	United States	English	PG	Weekly	52	2500	Weekly		01/23/14					
Most Popular 23	Cosmopolitan	1	\$ 179.94	\$ 179.94	Hearst	0010-9541	RBZ0000242	Women	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 24	Rachael Ray Every Day	1	\$ 74.95	\$ 74.95	Meredith Corporation	EDWR	RBZ00000354	Food & Cooking	United States	English	PG	Monthly	10	500	Monthly							
Most Popular 25	Maxim	1	\$ 44.91	\$ 44.91	Alpha Media Group	1092-9789	RBZ00000573	Men	United States	English	PG-13	Monthly	10	2500	Monthly							
Most Popular 26	Men's Health	1	\$ 90.00	\$ 90.00	Rodale, Inc.	1054-4836	RBZ00000578	Health & Fitness	United States	English	PG	Monthly	10	2500	Monthly							
Most Popular 27	Cook's Illustrated	1	\$ 59.97	\$ 59.97	Boston Common Press, LP	1068-2821	RBZ00005493	Food & Cooking	United States	English	PG	BiMonthly	6	2500	Monthly		05/15/14					
Most Popular 28	Woman's Day	1	\$ 83.94	\$ 83.94	Hearst	0043-7336	RBZ00000875	Women	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 29	House Beautiful	1	\$ 119.94	\$ 119.94	Hearst	HB-123	RBZ0000482	Home & Garden	United States	English	PG	Monthly	10	500	Monthly							
Most Popular 30	Bon Appetit	1	\$ 159.92	\$ 159.92	Conde Nast US	0006-6990	RBZ00005580	Food & Cooking	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 31	Yoga Journal	1	\$ 59.97	\$ 59.97	Active Interest Media	0191-0965	RBZ00000890	Health & Fitness	United States	English	PG	Monthly	9	2500	Monthly							
Most Popular 32	Macworld	1	\$ 65.91	\$ 65.91	IDG	0741-8647	RBZ00000556	Computers & Technology	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 33	Clean Eating	1	\$ 74.97	\$ 74.97	Active Interest Media	1913-7532	RBZ00000222	Food & Cooking	United States	English	PG	Monthly	8	2500	Monthly		05/23/14					
Most Popular 34	Popular Science	1	\$ 74.95	\$ 74.95	Bonnier Corporation	0161-7370	RBZ00000678	Computers & Technology	United States	English	PG	BiMonthly	6	2500	Monthly							
Most Popular 35	Women's Health	1	\$ 75.00	\$ 75.00	Rodale, Inc.	0884-7355	RBZ00000880	Health & Fitness	United States	English	PG	Monthly	10	2500	Monthly							
Most Popular 36	PCWorld	1	\$ 59.91	\$ 59.91	IDG	0737-8939	RBZ00000662	Computers & Technology	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 37	Rolling Stone	1	\$ 149.95	\$ 149.95	Wenner Media	0035-791X	RBZ00000729	Music	United States	English	PG	BiWeekly	26	500	Weekly		Sep 2016					
Most Popular 38	National Geographic Traveler	1	\$ 95.94	\$ 95.94	National Geographic Society	0747-0932	RBZ00000619	Travel	United States	English	PG	Monthly	8	200	Monthly							
Most Popular 39	Redbook	1	\$ 119.94	\$ 119.94	Hearst	0034-2106	RBZ00000709	Women	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 40	PC Magazine	1	\$ 59.97	\$ 59.97	Ziff Davis	0888-8507	RBZ00000660	Computers & Technology	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 41	Discover	1	\$ 59.97	\$ 59.97	Kalmbach Publishing Co. - Magazines	0274-7529	RBZ0000304	Science & Nature	United States	English	PG	Monthly	10	500	Monthly							
Most Popular 42	WIRED	1	\$ 159.92	\$ 159.92	Conde Nast US	1059-1028	RBZ00005574	Computers & Technology	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 43	The Atlantic	1	\$ 65.97	\$ 65.97	The Atlantic Monthly Group	1072-7825	RBZ00005403	Current Affairs	United States	English	PG	Monthly	10	2500	Monthly		04/21/14					
Most Popular 44	Vanity Fair	1	\$ 159.92	\$ 159.92	Conde Nast US	0733-8899	RBZ00005579	Entertainment	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 45	EatingWell	1	\$ 49.95	\$ 49.95	Meredith Corporation	1046-1639	RBZ00000330	Food & Cooking	United States	English	PG	BiMonthly	6	500	Monthly							
Most Popular 46	Do It Yourself	1	\$ 79.95	\$ 79.95	Meredith Corporation	DIY_123	RBZ00000306	Home & Garden	United States	English	PG	Quarterly	4	500	Monthly							
Most Popular 47	Shape	1	\$ 53.91	\$ 53.91	Meredith Corporation	SHAPE-123	RBZ00000753	Health & Fitness	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 48	Weight Watchers	1	\$ 35.97	\$ 35.97	Weight Watchers	0043-2180	RBZ00000855	Food & Cooking	United States	English	PG	BiMonthly	6	2500	Monthly							
Most Popular 49	Outside	1	\$ 72.00	\$ 72.00	Mariah Media	0278-1433	RBZ00000653	Outdoor	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 50	Smithsonian Magazine	1	\$ 59.97	\$ 59.97	Smithsonian Institute	0037-7333	RBZ00000770	Literary	United States	English	PG	Monthly	11	2500	Monthly							
Most Popular 52	Runner's World	1	\$ 75.00	\$ 75.00	Rodale, Inc.	0897-1706	RBZ00000732	Health & Fitness	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 53	Backpacker	1	\$ 44.85	\$ 44.85	Active Interest Media	0277-867X	RBZ00000105	Outdoor	United States	English	PG	Monthly	9	2500	Monthly							
Most Popular 55	Car and Driver	1	\$ 119.94	\$ 119.94	Hearst	0008-6002	RBZ00000191	Automotive	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 56	Dwell	1	\$ 59.97	\$ 59.97	Dwell	1530-5309	RBZ00000319	Home & Garden	United States	English	PG	Monthly	10	2500	Monthly							
Most Popular 57	Esquire	1	\$ 119.94	\$ 119.94	Hearst	0194-9595	RBZ00000347	Men	United States	English	PG	Monthly	11	500	Monthly							
Most Popular 58	Glamour	1	\$ 159.92	\$ 159.92	Conde Nast US	0017-0747	RBZ00005576	Women	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 59	National Enquirer	1	\$ 163.80	\$ 163.80	American Media Operations, Inc	1056-3482	RBZ00005759	Entertainment	United States	English	PG	Weekly	52	500	Weekly		12/01/14					
Most Popular 60	GQ	1	\$ 159.92	\$ 159.92	Conde Nast US	0016-6979	RBZ00005575	Men	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 61	Taste of Home	1	\$ 30.00	\$ 30.00	Trusted Media Brands Inc.	TOH123	RBZ00000796	Food & Cooking	United States	English	PG	Monthly	8	2500	Monthly							
Most Popular 62	MOTHER EARTH NEWS	1	\$ 38.85	\$ 38.85	Ogden Publications, Inc.	0027-1535	RBZ00000593	Computers & Technology	United States	English	PG	BiMonthly	6	2500	Monthly							
Most Popular 63	Marie Claire	1	\$ 119.94	\$ 119.94	Hearst	1081-8626	RBZ00000565	Women	United States	English	PG	Monthly	12	500	Monthly							
Most Popular 64	New Scientist	1	\$ 254.97	\$ 254.97	Reed Business Information Limited trading as Ne	0262-4079	RBZ00000626	Science & Nature	United States	English	PG	Weekly	51	500	Weekly		02/03/14					
Most Popular 65	Architectural Digest	1	\$ 239.92	\$ 239.92	Conde Nast US	0003-8520	RBZ00005581	Architecture	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 66	Conde Nast Traveler	1	\$ 159.92	\$ 159.92	Conde Nast US	15716404	RBZ00005577	Travel	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 67	Vogue	1	\$ 159.92	\$ 159.92	Conde Nast US	0176-6104	RBZ00006586	Women	United States	English	PG	Monthly	12	500	Monthly		10/14/14					
Most Popular 68	Motor Trend	1	\$ 44.95	\$ 44.95	TEN: The Enthusiast Network	0027-2094	RBZ00000601	Automotive	United States	English	PG	Monthly	12	2500	Monthly							
Most Popular 69	Allrecipes	1	\$ 59.95	\$ 59.95	Meredith Corporation	ALL_REC	RBZ00006296	Food & Cooking	United States	English	PG	BiMonthly	6	500	Monthly		04/21					

POPULARITY/Ranking	MAGAZINE NAME	QUAN TITY	RB Annual Sub New (USD)	TOTAL	PUBLISHER	ISSN	RB ID	GENRE	PUB COUNTRY	PUB LANGUA	RATI NG	FREQUENCY	Issues Annual	Restricted Access No.	Restrictio n Period	Territory Restriction	Date Added
Most Popular 71	Bicycling	1	\$ 60.00	\$ 60.00	Rodale, Inc.	0006-2073	RBZ0000141	Cycling	United States	English	PG	Monthly	11	2500	Monthly		
Most Popular 72	Cook's Country	1	\$ 59.97	\$ 59.97	Boston Common Press, LP	1552-1990	RBZ0005495	Food & Cooking	United States	English	PG	BiMonthly	6	2500	Monthly		
Most Popular 73	iPhone Life	1	\$ 38.91	\$ 38.91	gho-life		RBZ0000504	Computers & Technology	United States	English	PG	BiMonthly	6	2500	Monthly		
Most Popular 74	Elle	1	\$ 179.94	\$ 179.94	Thaddeus Computing, Inc.	0888-0808	RBZ0000337	Women	United States	English	PG	Monthly	12	500	Monthly		
Most Popular 75	Saveur	1	\$ 99.95	\$ 99.95	Bonnier Corporation	SAVE-0001	RBZ0000736	Food & Cooking	United States	English	PG	Monthly	9	2500	Monthly		
Most Popular 76	Allure	1	\$ 159.92	\$ 159.92	Conde Nast US	1054-7711	RBZ0005641	Women	United States	English	PG	Monthly	12	500	Monthly	10/14/14	
Most Popular 77	Astronomy	1	\$ 128.97	\$ 128.97	Kalmbach Publishing Co. - Magazines	0091-6358	RBZ0000068	Science & Nature	United States	English	PG	Monthly	12	2500	Monthly		
Most Popular 78	New York Review of Books	1	\$ 177.00	\$ 177.00	NYREV, Inc.	0028-7504	RBZ0000627	Literary	United States	English	PG	BiWeekly	20	2500	Weekly		
Most Popular 80	ELLE DECOR	1	\$ 119.94	\$ 119.94	Hearst	1046-1957	RBZ0000339	Home & Garden	United States	English	PG	Monthly	10	500	Monthly		
Most Popular 81	Harper's Bazaar	1	\$ 119.94	\$ 119.94	Hearst	0017-7873	RBZ0000447	Women	United States	English	PG	Monthly	11	500	Monthly		
Most Popular 82	ESPN The Magazine	1	\$ 89.95	\$ 89.95	ESPN Magazine LLC	1097-1998	RBZ0000346	Sports	United States	English	PG	BiWeekly	26	2500	Weekly		
Most Popular 83	American Patchwork & Quilting	1	\$ 99.85	\$ 99.85	Meredith Corporation	APQ123	RBZ0000046	Crafts	United States	English	PG	BiMonthly	6	500	Monthly		
Most Popular 84	Mother Jones	1	\$ 36.00	\$ 36.00	Foundation For National Progress	0362-8841	RBZ0000596	Current Affairs	United States	English	PG	BiMonthly	6	2500	Monthly		
Most Popular 85	Taste of Home Holiday	1	\$ 36.00	\$ 36.00	Trusted Media Brands Inc.	HOU_DAY	RBZ0000798	Food & Cooking	United States	English	PG	Monthly	8	2500	Monthly		
	Affaires Plus (A+)	1	\$ 44.61	\$ 44.61	Transcontinental Media G.P.	1187-0176	RBZ0000023	Home & Garden	Canada	French	PG	Monthly	12	2500	Monthly		
	Algarabia	1	\$ 90.00	\$ 90.00	Editorial otras inquisiciones, S.A. de C.V.		RBZ0000035	Current Affairs	Mexico	Spanish	PG	Monthly	12	2500	Monthly		
	Algarabia Niños	1	\$ 24.00	\$ 24.00	Editorial otras inquisiciones, S.A. de C.V.	11561808	RBZ00006474	Current Affairs	Mexico	Spanish	PG	Quarterly	4	2500	Monthly		
	American Art Collector	1	\$ 47.97	\$ 47.97	International Artist Publishing, Inc.	1547-7088	RBZ0009328	Art & Photo	United States	English	PG	Monthly	12	500	Monthly		June 2017
	American Craft	1	\$ 59.97	\$ 59.97	American Craft Council	0194-8008	RBZ0000044	Crafts	United States	English	PG	BiMonthly	6	2500	Monthly		
	American Fine Art Magazine	1	\$ 41.97	\$ 41.97	International Artist Publishing, Inc.	2162-7827	RBZ0009324	Art & Photo	United States	English	PG	BiMonthly	6	500	Monthly		June 2017
	American Girl Publishing	1	\$ 89.10	\$ 89.10	American Girl Publishing, Inc.	1062-7812	RBZ0003805	Children	United States	English	PG	BiMonthly	6	2500	Monthly		
	American History	1	\$ 89.97	\$ 89.97	Weider History Group, Inc.	1076-8866	RBZ0005968	History	United States	English	PG	Monthly	6	500	Monthly		12/04/14
	Aperture	1	\$ 75.00	\$ 75.00	Aperture Foundation	0003-6420	RBZ0000057	Art & Photo	United States	English	PG	Quarterly	4	2500	Monthly		
	ARCHAEOLOGY	1	\$ 44.91	\$ 44.91	Archaeological Institute of America	0003-8113	RBZ0005148	History	United States	English	PG	BiMonthly	6	500	Monthly		11/10/14
	Art in America	1	\$ 108.00	\$ 108.00	ARTnews Ltd	ARTnAmer123	RBZ00008560	Art & Photo	United States	English	PG	Monthly	11	2500	Monthly		Mar 2016
	Artists & Illustrators	1	\$ 92.44	\$ 92.44	Chelsea Magazine	0269-4697	RBZ0000066	Art & Photo	United Kingdom	English	PG	Monthly	13	2500	Monthly		
	ARTnews	1	\$ 48.00	\$ 48.00	ARTnews, LLC	0004-3273	RBZ0000067	Art & Photo	United States	English	PG	Quarterly	4	2500	Monthly		
	Arts & Crafts Homes	1	\$ 72.00	\$ 72.00	Active Interest Media	1559-6117	RBZ0005468	Art & Photo	United States	English	PG	BiMonthly	5	2500	Monthly		
	Atomic Ranch	1	\$ 53.97	\$ 53.97	Engaged Media		RBZ00008131	Home & Garden	United States	English	PG	Quarterly	4	1500	Monthly		09/25/15
	Audubon Magazine	1	\$ 45.00	\$ 45.00	National Audubon Society	AUD123	RBZ0000074	Pets & Animals	United States	English	PG	BiMonthly	6	2500	Monthly		
	Backcountry Magazine	1	\$ 47.85	\$ 47.85	Height of Land Publications, Inc.	1083-3350	RBZ0000104	Outdoor	United States	English	PG	BiMonthly	6	2500	Monthly		
	BBC Good Food Magazine	1	\$ 154.06	\$ 154.06	BBC Worldwide Limited	0957588X	RBZ0000112	Food & Cooking	United Kingdom	English	PG	Monthly	12	2500	Monthly		09/22/14
	BBC History Magazine	1	\$ 195.18	\$ 195.18	Immediate Media Company London Limited	14698552	RBZ0007070	History	United Kingdom	English	PG	Monthly	13	2500	Monthly		09/22/14
	BBC Music	1	\$ 205.48	\$ 205.48	Immediate Media Company London Limited	IMBBCMus1234	RBZ0006023	Music	United Kingdom	English	PG	Monthly	13	2500	Monthly		09/22/14
	BBC Top Gear Magazine	1	\$ 128.42	\$ 128.42	BBC Worldwide Limited	13509624	RBZ0002502	Automotive	United Kingdom	English	PG	Monthly	13	2500	Monthly		09/22/14
	Bead&Button	1	\$ 86.97	\$ 86.97	Kalmbach Publishing Co. - Magazines	1072-4931	RBZ0000118	Crafts	United States	English	PG	BiMonthly	6	2500	Monthly		
	Beadwork	1	\$ 59.97	\$ 59.97	Interweave Press, LLC - Magazine	1528-5634	RBZ0000122	Crafts	United States	English	PG	BiMonthly	6	2500	Monthly		
	Bikes Etc Magazine	1	\$ 143.83	\$ 143.83	Dennis Publishing UK	9772056	RBZ0000456	Sports	United Kingdom	English	PG	Monthly	13	2500	Monthly		January 2016
	Billboard Magazine	1	\$ 297.00	\$ 297.00	Prometheus Global Media	0006-2510	RBZ0000148	Music	United States	English	PG	Weekly	50	2500	Weekly		
	BirdWatching	1	\$ 80.85	\$ 80.85	Madvor Media, LLC	2158-3838	RBZ0000149	Pets & Animals	United States	English	PG	BiMonthly	6	2500	Monthly		
	Boating	1	\$ 74.95	\$ 74.95	Bonnier Corporation	0006-5374	RBZ0000160	Boating & Aviation	United States	English	PG	Monthly	10	2500	Monthly		
	Brides	1	\$ 95.92	\$ 95.92	Conde Nast US	CN-Brides111	RBZ0005640	Bridal	United States	English	PG	BiMonthly	6	500	Monthly		10/14/14
	Cinema Scope	1	\$ 60.00	\$ 60.00	Cinema Scope Publishing	cisco-123	RBZ0000206	Entertainment	Canada	English	PG	Quarterly	4	2500	Monthly		
	Climbing	1	\$ 44.85	\$ 44.85	skram Media	0045-7159	RBZ0000223	Outdoor	United States	English	PG	Monthly	10	2500	Monthly		
	Cloth Paper Scissors	1	\$ 72.00	\$ 72.00	Interweave Press, LLC - Magazine	1551-8175	RBZ0000225	Crafts	United States	English	PG	BiMonthly	6	2500	Monthly		
	Cocina Fácil	1	\$ 33.00	\$ 33.00	Editorial Televisa SA de CV	0187-8964	RBZ0000228	Food & Cooking	Mexico	Spanish	PG	Monthly	12	2500	Monthly		
	Cocina Vegetariana	1	\$ 57.35	\$ 57.35	MC Ediciones SA	16072116	RBZ0000809	Food & Cooking	Spain	Spanish	PG	Monthly	12	2500	Monthly		Feb 2016
	Columbia Journalism Review	1	\$ 59.85	\$ 59.85	Columbia University in City of New York	0010-194X	RBZ0000230	Literary	United States	English	PG	Biannual	2	2500	Monthly		
	Country Gardens	1	\$ 79.95	\$ 79.95	Meredith Corporation	CNT_GAR	RBZ0000252	Home & Garden	United States	English	PG	Quarterly	4	500	Monthly		
	Cowboys & Indians	1	\$ 59.85	\$ 59.85	USFRSC, Inc.	1069-8876	RBZ0000261	Lifestyle	United States	English	PG	Monthly	8	2500	Monthly		
	CQ Amateur Radio	1	\$ 81.00	\$ 81.00	CQ Communications, Inc.	007-893X	RBZ0000262	Computers & Technology	United States	English	PG	Monthly	12	2500	Monthly		
	Cross Stitch Crazy	1	\$ 138.65	\$ 138.65	Immediate Media Company London Limited	IMSC1234	RBZ0006035	Crafts	United Kingdom	English	PG	Monthly	13	2500	Monthly		09/22/14
	Cross Stitch Favourites	1	\$ 44.39	\$ 44.39	Immediate Media Company London Limited	111810022015	RBZ00008454	Hobbies	United Kingdom	English	PG	Biannual	2	2500	Monthly		Feb 2016
	Cross Stitch Gold	1	\$ 128.42	\$ 128.42	Immediate Media Company London Limited	IMSG1234	RBZ0006036	Crafts	United Kingdom	English	PG	Monthly	9	2500	Monthly		09/22/14
	CrossStitcher	1	\$ 143.83	\$ 143.83	Dennis Publishing UK	futurecrossstitcher	RBZ0000266	Crafts	United Kingdom	English	PG	Monthly	13	2500	Monthly		
	Cycle World	1	\$ 59.95	\$ 59.95	Bonnier Corporation	0011-4286	RBZ0000273	Motorcycles	United States	English	PG	Monthly	12	2500	Monthly		
	Diabetic Living	1	\$ 79.95	\$ 79.95	Meredith Corporation	DHA_LIV	RBZ0000288	Health & Fitness	United States	English	PG	Quarterly	4	500	Monthly		
	Digital Photo	1	\$ 36.00	\$ 36.00	Madvor Media, LLC	1948-5557	RBZ0000295	Art & Photo	United States	English	PG	BiMonthly	7	2500	Monthly		
	Digital Photo Pro	1	\$ 45.00	\$ 45.00	Madvor Media, LLC	1545-8520	RBZ0000296	Art & Photo	United States	English	PG	BiMonthly	7	2500	Monthly		
	Dogster	1	\$ 74.95	\$ 74.95	Lumina Media, LLC	2376-8266	RBZ0000883	Pets & Animals	United States	English	PG	BiMonthly	6	500	Monthly		Sep 2016
	Drawing	1	\$ 65.97	\$ 65.97	Interweave Press, LLC - Magazine	1941-8140	RBZ0000310	Art & Photo	United States	English	PG	Quarterly	4	2500	Monthly		
	EARTH Magazine	1	\$ 59.97	\$ 59.97	American Geological Institute	1943-345X	RBZ0000324	Science & Nature	United States	English	PG	Monthly	12	2500	Monthly		
	Electronic Musician	1	\$ 89.97	\$ 89.97	New Bay Media	0884-4720	RBZ0000335	Music	United States	English	PG	Monthly	12	2500	Monthly		
	ELLE DECOR	1	\$ 31.06	\$ 31.06	Hearst Magazines, S.L.	12291303	RBZ0007968	Home & Garden	Spain	Spanish	PG	BiMonthly	6	2500	Monthly		05/14/15
	Familia Saludable	1	\$ 34.50	\$ 34.50	Editorial Televisa SA de CV	1665-3866	RBZ0000361	Women	Mexico	Spanish	PG	Monthly	12	2500	Monthly		
	Family Tree	1	\$ 65.97	\$ 65.97	F+W Media, Inc. - Magazines	1529-0928	RBZ0005996	History	United States	English	PG	BiMonthly	7	500	Monthly		11/10/14
	FamilyFun	1	\$ 39.95	\$ 39.95	Meredith Corporation	FAM_FUN	RBZ0005705	Family & Parenting	United States	English	PG	Monthly	10	500	Monthly		04/21/14
	Fast Company	1	\$ 64.95	\$ 64.95	Mansueto Ventures LLC	1085-9241	RBZ0005301	Business & Finance	United States	English	PG	Monthly	10	500	Monthly		12/04/14
	FIDO Friendly	1	\$ 38.97	\$ 38.97	FIDO Friendly Corp	FIDO-123	RBZ0000371	Pets & Animals	United States	English	PG	Quarterly	4	2500	Monthly		
	Field & Stream	1	\$ 59.95	\$ 59.95	Bonnier Corporation	1525-6565	RBZ0000372	Outdoor	United States	English	PG	Monthly	11	2500	Monthly		
	Film Comment	1	\$ 60.00	\$ 60.00	Film Society of Lincoln Center	0015-119X	RBZ0002876	Entertainment	United States	English	PG	BiMonthly	6	500	Monthly		11/10/14
	Flying	1	\$ 74.95	\$ 74.95	Bonnier Corporation	0015-4806	RBZ0000381	Boating & Aviation	United States	English	PG	Monthly	12	2500	Monthly		
	Fortean Times	1	\$ 184.89	\$ 184.89	Dennis Publishing UK	3085892	RBZ0000386	Lifestyle	United Kingdom	English	PG	Monthly	12	2500	Monthly		
	Future Music	1	\$ 119.97	\$ 119.97	Future Publishing Ltd	frmsc123	RBZ0000395	Music	United Kingdom	English	PG	Monthly	13	500	Monthly		
	Game Informer	1	\$ 59.97	\$ 59.97	Sunrise Publications, Inc.	GAME_IN	RBZ0005373	Computers & Technology	United States	English	PG	Monthly	12	500	Monthly		11/10/14

POPULARITY/Ranking	MAGAZINE NAME	QUAN TITY	RB Annual Sub New (USD)	TOTAL	PUBLISHER	ISSN	RB ID	GENRE	PUB COUNTRY	PUB LANGUA	RATI NG	FREQUENCY	Issues Annual	Restricted Access No.	Restrictio n Period	Territory Restriction	Date Added
	Games	1	\$ 60.00	\$ 60.00	Kappa Publishing Group, Inc.	0199-9788	RBZ0000398	Games	United States	English	PG	Monthly	10	2500	Monthly		
	Gamesmaster	1	\$ 119.97	\$ 119.97	Future Publishing Ltd	15649143	RBZ0000399	Games	United Kingdom	English	PG	Monthly	13	500	Monthly		
	GamesTM	1	\$ 119.97	\$ 119.97	Imagine Publishing Limited	1478-5889	RBZ00004539	Games	United Kingdom	English	PG	Monthly	13	1000	Monthly		09/22/14
	Glamour Mexico	1	\$ 70.56	\$ 70.56	Conde Nast de Mexico SA de CV	2012113709	RBZ00005154	Women	Mexico	Spanish	PG	Monthly	12	2500	Monthly		06/20/14
	Gluten-Free Living	1	\$ 102.00	\$ 102.00	Madvor Media, LLC	GFL1213	RBZ0000412	Food & Cooking	United States	English	PG	BiMonthly	6	2500	Monthly		
	Golf Digest	1	\$ 159.92	\$ 159.92	Conde Nast US	0017-176X	RBZ00005635	Sports	United States	English	PG	Monthly	12	500	Monthly		10/14/14
	GQ Mexico	1	\$ 80.85	\$ 80.85	Conde Nast de Mexico SA de CV	2012115909	RBZ00005156	Men	Mexico	Spanish	PG	Monthly	11	2500	Monthly		06/20/14
	Grit	1	\$ 50.85	\$ 50.85	Ogden Publications, Inc.	0017-4289	RBZ00000435	Home & Garden	United States	English	PG	BiMonthly	6	2500	Monthly		
	Guideposts	1	\$ 50.91	\$ 50.91	Guideposts	guideposts-123	RBZ00000439	Religion & Spirituality	United States	English	PG	Monthly	12	2500	Monthly		
	Guitar Player	1	\$ 56.97	\$ 56.97	New Bay Media	0017-5463	RBZ00000441	Music	United States	English	PG	Monthly	12	2500	Monthly		
	Gun Digest	1	\$ 65.97	\$ 65.97	F+W Media, Inc. - Magazines	1938-5943	RBZ00005995	Hobbies	United States	English	PG	BiWeekly	18	500	Weekly		11/10/14
	Handwoven	1	\$ 69.00	\$ 69.00	Interweave Press, LLC - Magazine	0198-4212	RBZ00000445	Crafts	United States	English	PG	Quarterly	5	2500	Monthly		
	Harper's Magazine	1	\$ 119.97	\$ 119.97	Harper's Magazine Foundation	0017-789X	RBZ00000450	Art & Photo	United States	English	PG	Monthly	12	500	Monthly		11/10/14
	Hemmings Motor News	1	\$ 60.00	\$ 60.00	Hemmings Motor News	2330-6920	RBZ00008656	Automotive	United States	English	PG	Monthly	12	1500	Monthly		May 2016
	Highlights for Children	1	\$ 143.52	\$ 143.52	Highlights for Children	2330-6920	RBZ00007847	Children	United States	English	PG	Monthly	12	500	Monthly		04/01/15
	History Revealed	1	\$ 179.77	\$ 179.77	Immediate Media Company London Limited	2054614991	RBZ00006976	History	United Kingdom	English	PG	Monthly	12	2500	Monthly		09/22/14
	Inc. Magazine	1	\$ 64.95	\$ 64.95	Mansueto Ventures LLC	0162-8968	RBZ00005327	Business & Finance	United States	English	PG	Monthly	10	500	Monthly		12/04/14
	Inked	1	\$ 44.85	\$ 44.85	Pinchazo Publishing Group, LLC	i-123	RBZ00000491	Lifestyle	United States	English	PG	Monthly	10	2500	Monthly		
	International Artist	1	\$ 47.97	\$ 47.97	International Artist Publishing, Inc.	1440-1320	RBZ00009325	Art & Photo	United States	English	PG	BiMonthly	6	500	Monthly		June 2017
	Interweave Crochet	1	\$ 59.97	\$ 59.97	Interweave Press, LLC - Magazine	1937-0008	RBZ00005000	Crafts	United States	English	PG	Quarterly	4	2500	Monthly		
	Interweave Knits	1	\$ 63.00	\$ 63.00	Interweave Press, LLC - Magazine	1088-3622	RBZ00005001	Crafts	United States	English	PG	Quarterly	4	2500	Monthly		
	Kitchen Garden	1	\$ 66.58	\$ 66.58	Mortons Media Group, Ltd	1369-1821	RBZ00000517	Home & Garden	United Kingdom	English	PG	Monthly	12	2500	Monthly		
	Lapidary Journal Jewelry Artist	1	\$ 74.97	\$ 74.97	Interweave Press, LLC - Magazine	1936-5942	RBZ00000530	Crafts	United States	English	PG	Monthly	9	2500	Monthly		
	Lonely Planet Traveller	1	\$ 143.83	\$ 143.83	BBC Worldwide Limited	1786526	RBZ00006756	Travel	United Kingdom	English	PG	Monthly	12	2500	Monthly		09/22/14
	Lowriders	1	\$ 74.95	\$ 74.95	TEN: The Enthusiast Network	0199-9362	RBZ00000550	Automotive	United States	English	PG	Monthly	12	2500	Monthly		
	Martha Stewart Weddings	1	\$ 36.00	\$ 36.00	Martha Stewart Omnimedia	1096-7958	RBZ00000571	Bridal	United States	English	PG	Quarterly	4	2500	Monthly		
	MOJO	1	\$ 159.37	\$ 159.37	Bauer Media Ltd	13510193	RBZ00007885	Music	United Kingdom	English	PG	Monthly	12	500	Monthly		04/02/15
	Mollie Makes	1	\$ 324.95	\$ 324.95	Immediate Media Company London Limited	fut-molmak	RBZ00003271	Crafts	United Kingdom	English	PG	Monthly	13	2500	Monthly		
	Motorcyclist	1	\$ 59.95	\$ 59.95	Bonnier Corporation	0027-2205	RBZ00000606	Motorcycles	United States	English	PG	Monthly	12	2500	Monthly		
	Muy Interesante - Mexico	1	\$ 45.00	\$ 45.00	Editorial Televisa SA de CV	0188-0659	RBZ00000615	Computers & Technology	Mexico	Spanish	PG	Monthly	12	2500	Monthly		
	Native American Art Magazine	1	\$ 47.97	\$ 47.97	International Artist Publishing, Inc.	2469-6137	RBZ00009326	Art & Photo	United States	English	PG	BiMonthly	6	500	Monthly		June 2017
	NYLON	1	\$ 29.85	\$ 29.85	Nylon Holding Group	1524-1758	RBZ00000634	Women	United States	English	PG	Monthly	10	2500	Monthly		
	OUT	1	\$ 44.85	\$ 44.85	Here Media	1062-7928	RBZ00000648	Men	United States	English	PG-13	Monthly	10	2500	Monthly		
	Outdoor Photographer	1	\$ 45.00	\$ 45.00	Werner Publishing Corp	0890-5304	RBZ00000651	Art & Photo	United States	English	PG	Monthly	11	2500	Monthly		
	Parents	1	\$ 49.95	\$ 49.95	Meredith Corporation	PAR_ENTS	RBZ00005912	Family & Parenting	United States	English	PG	Monthly	12	500	Monthly		
	PieceWork	1	\$ 65.97	\$ 65.97	Interweave Press, LLC - Magazine	1067-2249	RBZ00000669	Crafts	United States	English	PG	BiMonthly	6	2500	Monthly		
	Poets & Writers Magazine	1	\$ 47.85	\$ 47.85	Poets & Writers, Inc.	0891-6136	RBZ00000673	Literary	United States	English	PG	BiMonthly	6	2500	Monthly		
	Proceso	1	\$ 390.00	\$ 390.00	Comunicación e Información S.A. de C.V.	1665-9309	RBZ00000685	Current Affairs	Mexico	Spanish	PG	Weekly	52	2500	Weekly		
	Quilting Arts Magazine	1	\$ 80.97	\$ 80.97	Interweave Press, LLC - Magazine	1538-4950	RBZ00000698	Crafts	United States	English	PG	BiMonthly	6	2500	Monthly		
	Quilts and More	1	\$ 99.85	\$ 99.85	Meredith Corporation	QUIL_MO	RBZ00000699	Crafts	United States	English	PG	Quarterly	4	500	Monthly		
	Reason	1	\$ 41.25	\$ 41.25	Reason Magazine	0048-6906	RBZ00006615	Current Affairs	United States	English	PG	Monthly	11	500	Monthly		11/10/14
	Road & Track	1	\$ 119.94	\$ 119.94	Hearst	0035-7189	RBZ00000721	Automotive	United States	English	PG	Monthly	10	500	Monthly		
	Robb Report	1	\$ 75.00	\$ 75.00	CurCo Robb Media, LLC	0279-1447	RBZ00000724	Lifestyle	United States	English	PG	Monthly	12	2500	Monthly		
	Scuba Diving	1	\$ 74.95	\$ 74.95	Bonnier Corporation	1060-9563	RBZ00000744	Sports	United States	English	PG	BiMonthly	8	2500	Monthly		
	Seventeen	1	\$ 89.94	\$ 89.94	Hearst	0037-3015	RBZ00000749	Teen	United States	English	PG	Monthly	10	500	Monthly		
	SFX	1	\$ 119.97	\$ 119.97	Future Publishing Ltd	futurefex	RBZ00010001	Entertainment	United Kingdom	English	PG	Monthly	13	500	Monthly		
	Shutterbug	1	\$ 74.95	\$ 74.95	TEN: The Enthusiast Network	0895-321X	RBZ00000757	Art & Photo	United States	English	PG	Monthly	12	2500	Monthly		
	Soap Opera Digest	1	\$ 30.00	\$ 30.00	American Media Operations, Inc	SOPD-1234	RBZ00010241	Entertainment	United States	English	PG	BiWeekly	26	500	Weekly		12/01/14
	Sound & Vision	1	\$ 49.95	\$ 49.95	TEN: The Enthusiast Network	1537-5838	RBZ00000773	Computers & Technology	United States	English	PG	Monthly	10	2500	Monthly		
	Spin-Off	1	\$ 72.00	\$ 72.00	Interweave Press, LLC - Magazine	0198-8239	RBZ00003055	Art & Photo	United States	English	PG	Quarterly	4	500	Monthly		11/10/14
	Sport Fishing	1	\$ 74.95	\$ 74.95	Bonnier Corporation	SFTF-0001	RBZ00000777	Outdoor	United States	English	PG	Monthly	9	2500	Monthly		
	Stereophile	1	\$ 49.95	\$ 49.95	TEN: The Enthusiast Network	0585-2544	RBZ00000783	Computers & Technology	United States	English	PG	Monthly	12	2500	Monthly		
	Successful Farming	1	\$ 79.75	\$ 79.75	Meredith Corporation	SUC_FAM	RBZ00000787	Home & Garden	United States	English	PG	Monthly	13	500	Monthly		
	Texas Highways Magazine	1	\$ 59.85	\$ 59.85	Texas Department of Transportation	0040-4349	RBZ00001315	Lifestyle	United States	English	PG	Monthly	12	500	Monthly		11/10/14
	Texas Monthly	1	\$ 59.97	\$ 59.97	Emmis Publishing, LP	0148-7736	RBZ00010397	Lifestyle	United States	English	PG	Monthly	12	500	Monthly		12/01/14
	The Advocate	1	\$ 44.85	\$ 44.85	Here Media	2158-2149	RBZ00000028	Lifestyle	United States	English	PG-13	Monthly	6	2500	Monthly		
	The American Poetry Review	1	\$ 69.00	\$ 69.00	World Poetry, Inc	0360-3709	RBZ00000048	Literary	United States	English	PG	BiMonthly	6	2500	Monthly		
	The Paris Review	1	\$ 90.00	\$ 90.00	The Paris Review Foundation, Inc.	0031-2037	RBZ00003523	Art & Photo	United States	English	PG	Quarterly	4	500	Monthly		11/10/14
	The Simple Things	1	\$ 138.68	\$ 138.68	Future Publishing Ltd	UK0550N0001XX	RBZ00005224	Lifestyle	United Kingdom	English	PG	Monthly	12	500	Monthly		
	The Week	1	\$ 385.25	\$ 385.25	Dennis Publishing UK	13623430	RBZ00002827	Current affairs	United Kingdom	English	PG	Weekly	51	2500	Weekly		
	The Writer	1	\$ 98.85	\$ 98.85	Madvor Media, LLC	0043-9517	RBZ00000886	Literary	United States	English	PG	Monthly	12	2500	Monthly		
	Total Film	1	\$ 53.97	\$ 53.97	Future Publishing Ltd	8371903	RBZ00001015	Entertainment	United Kingdom	English	PG	Monthly	13	500	Monthly		
	Town & Country	1	\$ 83.94	\$ 83.94	Hearst	0040-9952	RBZ00000808	Lifestyle	United States	English	PG	Monthly	11	500	Monthly		
	Traditional Home	1	\$ 74.95	\$ 74.95	Meredith Corporation	0883-4660	RBZ00000810	Home & Garden	United States	English	PG	Monthly	8	500	Monthly		
	TVyNovelas USA	1	\$ 36.00	\$ 36.00	ET Publishing International, LLC	0188-0683	RBZ00000826	Entertainment	United States	English	PG	Monthly	12	2500	Monthly		
	UNCUT	1	\$ 195.18	\$ 195.18	Time Inc. (UK) Ltd	1368-0722	RBZ00007155	Music	United Kingdom	English	PG	Monthly	12	2500	Monthly		03/03/15
	Utne Reader	1	\$ 108.00	\$ 108.00	Ogden Publications, Inc.	1544-2225	RBZ00000832	Current Affairs	United States	English	PG	BiMonthly	6	2500	Monthly		
	Vanidades USA	1	\$ 33.00	\$ 33.00	ET Publishing International, LLC	1665-7519US	RBZ00000838	Women	United States	Spanish	PG	Monthly	11	2500	Monthly		
	Veranda	1	\$ 104.94	\$ 104.94	Hearst	58-1713803	RBZ00000842	Women	United States	English	PG	BiMonthly	6	500	Monthly		
	Vogue Living	1	\$ 64.78	\$ 64.78	New Life Media Pty Limited	0042-8035	RBZ00000849	Home & Garden	Australia	English	PG	BiMonthly	6	2500	Monthly		
	Western Art Collector	1	\$ 47.97	\$ 47.97	International Artist Publishing, Inc.	1936-7546	RBZ00009327	Art & Photo	United States	English	PG	Monthly	12	500	Monthly		June 2017
	Wild	1	\$ 86.41	\$ 86.41	Prime Creative Media Pty Ltd	2012117123	RBZ00000869	Travel	Australia	English	PG	BiMonthly	6	2500	Monthly		
	Womankind	1	\$ 89.97	\$ 89.97	The Bull Media Company	2203-5850	RBZ00008619	Women	United States	English	PG	Quarterly	4	2500	Monthly		Apr 2016
	WOOD Magazine	1	\$ 139.95	\$ 139.95	Meredith Corporation	0743-894X	RBZ00000861	Hobbies	United States	English	PG	BiMonthly	7	500	Monthly		
	Woodcraft Magazine	1	\$ 59.91	\$ 59.91	Woodcraft Supply, LLC	1553-2461	RBZ00000882	Hobbies	United States	English	PG	BiMonthly	6	2500	Monthly		

POPULARITY/Ranking	MAGAZINE NAME	QUAN TITY	RB Annual Sub New (USD)	TOTAL	PUBLISHER	ISSN	RB ID	GENRE	PUB COUNTRY	PUB LANGUA	RATI NG	FREQUENCY	Issues Annual	Restricted Access No.	Restrictio n Period	Territory Restriction	Date Added
	Woodworker's Journal	1	\$ 35.85	\$ 35.85	Rockler Press, Inc	0199-1892	RBZ0000883	Hobbies	United States	English	PG	BiMonthly	6	2500	Monthly		
	Working Mother	1	\$ 49.95	\$ 49.95	Bonnier Corporation	0278-193X	RBZ0000884	Family & Parenting	United States	English	PG	BiMonthly	6	2500	Monthly		
	Writer's Digest	1	\$ 44.97	\$ 44.97	F+W Media, Inc. - Magazines	0043-9525	RBZ0000587	Art & Photo	United States	English	PG	Monthly	8	500	Monthly		11/10/14
SUBTOTAL		228	\$ 23,095.34														

**EXHIBIT C**  
**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:**

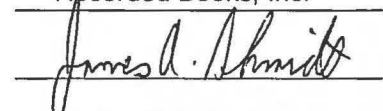
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees 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 24th day of January, 2018

CONTRACTOR  
Authorized  
Signature

Title

Recorded Books, Inc.

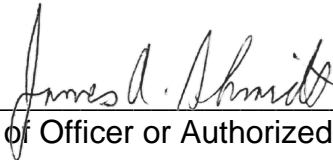


SVP Sales & Business Development

**EXHIBIT D**  
**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 Contractor 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.

A handwritten signature in black ink, appearing to read "James A. Schmidt", is written over a horizontal line.

Signature of Officer or Authorized Rep. & Date

Printed Name: James A. Schmidt

Title: SVP Sales and Marketing



## City of Austin FSD Purchasing Office

### Certificate of Exemption

DATE: 11/06/2017

DEPT: Austin Public Library

TO: Purchasing Officer or Designee

FROM: Monica McClure

BUYER: Marian Moore

PHONE: (512) 974-9619

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

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

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

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

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

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

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

Recorded Books LLC offers a subscription service called RBdigital Magazines, also known as Zinio, which is an exclusive agreement that grants registered Austin Public Library cardholders the ability to read digital magazines online or download them to their computer or device (iOS, Android, or Kindle Fire device) to read offline at a later date. Recorded Books is the sole source supplier of the Zinio platform to public libraries. Zinio is the exclusive digital provider of essential titles such as Texas Monthly, The Economist, Smithsonian, New Scientist, The Paris Review and Harper's Monthly. Several of these in-demand titles are not available in any other online resources.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

APL has provided the RBDigital Magazines / Zinio service, through Recorded Books, to its patrons since 2013. This is a popular offering at APL and has a user rate of almost 50,000 checkouts per year. RBDigital Magazines allows 24/7 digital access to reliable news sources, with an extensive backfile. The digital platform keeps nearly 50,000 magazines out of local landfills each year. RBDigital provides APL with an extensive backfile of over 100 magazines going back to 2013. The RBDigital mobile app combines its digital magazines with its eAudio and eBook collections, providing users with a seamless experience.

Recorded Books has worked with public libraries since 1979. They have evolved their services to meet the changing content and technology needs of public library users.

Recorded Books has exclusive contracts with subscriptions services such as:

Time-Life Books and ComicsPlus for Libraries, and the exclusive provider of essential publications.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Recorded Books Inc.  
which will cost approximately \$ 150,000.00 (Provide estimate and/or breakdown of cost).

$\$50k \text{ per year} \times 5 \text{ years} = \$250k \text{ total / MCM}$

Recommended  
Certification

MARCIA MORRIS 12/15/2017  
Originator Date

Approved  
Certification

POORHUB WILK 12/15/17  
Department Director or designee Date

USA 12/18/17  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

M. Schae 1/10/18  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

\_\_\_\_\_  
Purchasing Officer or designee Date

02/26/2013

# Recorded Books

11/13/17

Austin Public Library

Subject: Professional Services Justification Letter

RBdigital Magazine service enables patrons to experience popular publications in engaging digital formats. The RBdigital Magazines platform uses innovative technology to bring published content to life with video, audio, web links, search and other interactive features directly to screens around the world through applications for PC/Mac computers, iPad, iPhone, Android and Kindle Fire devices. Patrons can store and read full magazines offline, sync libraries across multiple devices and read online through standard web browsers. RBdigital Magazines is currently the only digital magazine platform that allows patrons to keep a copy of their checked out magazines as long as a subscribing library maintains their service subscription.

RBdigital Magazine service is hosted exclusively on the Recorded Books proprietary RBdigital platform that allows libraries to authenticate and manage patron accounts, manage their collections and access usage reports to gauge activity.

RBdigital magazine service offers thousands of titles for unlimited simultaneous download. Library pays a platform fee, which allows all magazines purchased to be multi-accessed and available to all patrons. Other eMagazine providers either also have a platform fee or build their platform fees into the price of the magazine subscriptions. This popular service is available in multi-year agreements, as are our other database services.

RBdigital, the world's largest newsstand, offers full color, interactive digital magazines for your enjoyment. Browse from your library's collection of popular titles with no holds, no checkout periods, and no limit to the number of magazines you can download.

- Mobile apps — Read magazines on 95% of today's mobile devices including iOS (Apple), Android, Win8, and Kindle Fire/HD/HDX.
- Current Issues — New issues are released simultaneously with the print edition. Many are available before they arrive at your library and are ready for immediate download.
- Back List — As your collection grows, so does the digital backlist for anytime checkout and reading.
- Easy browsing and checkout — Browse your library's collection of titles one at a time, search for your favorite magazines by title or use the convenient category feature to find new magazines, which meet your interests.

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- Manage your collection — Using the personal account you create, you will have the opportunity to checkout magazines and read them instantly on your computer (both PC and Mac) or access the content on a portable media device. (Note: viewing options, including the ability to download or view the content while online, may differ based on the device and/or magazine publisher).
- No limit permanent check out — Check out as many issues as you want and keep them in your account as long as you wish

In the event there are any questions, please contact the undersigned at (800) 638-1304 or by e-mail at [rfp@recordedbooks.com](mailto:rfp@recordedbooks.com).

Yours very truly,  
RECORDED BOOKS INCORPORATED

By; *Samantha Bourne*  
Samantha Bourne  
RFP Specialist