JK
4/3/14
Item #4

AN ORDINANCE 2014-04-03-0198

ACCEPTING THE BID FROM BIBLIOCOMMONS, INC., TO PROVIDE A LIBRARY SPECIFIC MOBILE APPLICATION IMPLEMENTATION AND MOBILE APPLICATION SERVICES FOR THE SAN ANTONIO PUBLIC LIBRARY SYSTEM FOR AN ESTIMATED AMOUNT OF $166,600.00, FUNDED WITH THE FY 2014 ADOPTED BUDGET.

* * * * *

WHEREAS, the San Antonio Public Library wishes to provide patrons with the ability to look for, renew and reserve books as well as the ability to manage accounts, browse library collections, place requests for specific items, checkout e-books, find nearest library locations and view calendar of events through mobile devices; and

WHEREAS, the City issued an Invitation for Bid for "Mobile Application Development for San Antonio Public Library" (IFB 6100003779) on December 5, 2013, and

WHEREAS, BiblioCommons, Inc., was selected to provide mobile application implementation and mobile application services for the San Antonio Public Library System for an estimated amount of $166,600.00; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An agreement with BiblioCommons, Inc., to provide the San Antonio Public Library with Mobile Application Development services, for an estimated amount of $166,600.00, is hereby approved. A copy of the Agreement and Bid Tab is attached hereto and is incorporated by reference as **Attachment 1**.

SECTION 2. Funding in the amount of $77,580.00 for this ordinance is available for Fund 29804000, Internal Order 804000000006 and General Ledger 5304075, as part of the Fiscal Year 2014 Budget.

SECTION 3. Future funding through the term of this contract is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. Payment not to exceed the budgeted amount is authorized to BiblioCommons, Inc., and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

JK
4/3/14
Item #4

SECTION 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 3rd day of April, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By:
Robert F. Greenblum, City Attorney

Agenda Item:	4
Date:	04/03/2014
Time:	09:27:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from BiblioCommons, Inc., to provide a library specific mobile application implementation and mobile application services for the San Antonio Public Library System for an estimated amount of $166,600.00, funded with the FY 2014 Adopted Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

INTEGRATION AGREEMENT FOR MOBILE APPLICATION DEVELOPMENT FOR SAN ANTONIO LIBRARY

FORMAL INVITATION FOR BID ("IFB")
NO.: 6100003779

BETWEEN THE CITY OF SAN ANTONIO, TEXAS ("CITY")
AND
BIBLIOCOMMONS INC.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Bibliocommons, Inc., (Bibliocommons), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

a. This Integration Agreement;

b. City's Formal Invitation for Bid (IFB) 6100003779 (Exhibit A), including all attachments, addendums and clarification statements thereto;

c. Bibliocommons Library Subscription Agreement (Exhibit B)

c. Bibliocommons Library Pricing Schedule (Exhibit C)

d. Bibliocommons Proposal submitted in response to City's IFB (Exhibit D); and

e. Bibliocommons Requirements Trace Matrix (Exhibit E).

2.0 ENTIRE AGREEMENT

Attachment I

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO	**BIBLIOCOMMONS, INC.**
_____	Patrick Kennedy
Print Name: _____	Print Name: Patrick Kennedy
Title: _____	Title: President
Date: _____	Date: March 14, 2014

Approved as to Form:

_____
Assistant City Attorney

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100003779

MOBILE APPLICATION DEVELOPMENT FOR SAN ANTONIO PUBLIC LIBRARY

Date Issued: DECEMBER 5, 2013

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM DECEMBER 20, 2013

Bids may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"MOBILE APPLICATION DEVELOPMENT FOR SAN ANTONIO PUBLIC LIBRARY"

Bid Due Date: 2:00 p.m., DECEMBER 20, 2013

Bid No.: 6100003779

Bidder's Name and Address

Bid Bond: N/A Performance Bond: N/A Payment Bond: N/A Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on N/A at N/A at N/A

Staff Contact Person: JORGE GARCIA, PROCUREMENT MANAGER, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: JORGE.GARCIA@SANANTONIO.GOV

SBEDA Contact Information: Edson Zavala, 210-207-3962,

EXHIBIT A

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB.

Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Background:

The City of San Antonio Public Library (SAPL) is soliciting bids from experienced and qualified firms to provide a library specific mobile application. SAPL is seeking a vendor hosted mobile application solution. **This solicitation will be awarded on the basis of a low bid based on responsiveness and ability to meet each of the requirements.** The mobile application must be compatible with iOS and Android mobile platforms. SAPL is a municipal library system with 1 Central and 25 branch libraries located throughout the city of San Antonio and surrounding areas. SAPL seeks to adopt new technologies to enhance current and future technologies to better serve the San Antonio and Bexar County community.

Currently, library patrons use the library website to frequently explore the library catalog (for example to look for, renew, and reserve books). They also use online resources found on the website and view the library calendar to find events of interest.

Library Information Systems

The San Antonio Public Library utilizes these systems to provide informational and operational service for use by internal library staff and patrons.

Millennium – An Integrated Library System (ILS) that is used to manage library operations that include: cataloging, circulation, and management of electronic resources.

Trumba – A web-hosted software that the library uses to publish library events via an online calendar to the library website.

Libguides – A content management system used by librarians to distribute library content and services to the public.

Minimum Requirements

SAPL requires a library specific mobile application that will allow users to easily search the San Antonio Public Library Millennium (ILS) database on mobile devices. Vendor must have capability to provide an established Mobile application (app) that will run on all standard mobile device platforms and must be minimally compatible with Apple iOS and Google Android platforms. The City of San Antonio is not seeking a custom built solution.
Vendor must bid on a mobile application that exhibits the basic searching functionality of the web-based version (www.mysapl.org), such as the ability to search the ILS database by author, title, subject, keyword, and ISBN and view events via a calendar. The mobile applications must interface with the current technology landscape and provide mobile application customers with:

Library hours and location(s)

Library calendar of events

Access by library patrons to their library accounts

Access to online library resources such as downloadable eBooks and audio books

Access to library subscription databases and library social media platforms

The contractor must be able to deliver all final products and services within 120 days after having received a notice to proceed. This will include having delivered an Android app to the Google Play Store and having made a submission to the Apple App Store.

Application Requirements:

Vendor must provide a mobile application which includes features and functionality to meet detailed requirements in the following areas:

Technical Usability – Application must allow for easy updates to be performed by the business. Example: Update library address, hours and the Library's logo.

Does the application bid by your company meet this requirement? _____

Analytics and Usage Statistics – The application must provide ability to pull reports on trends.

Does the application bid by your company meet this requirement? _____

Security and Privacy – The application must ensure that user information is secure.

Does the application bid by your company meet this requirement? _____

Library Information – The application must be able to provide location and directory information and utilize GPS for finding the nearest library.

Does the application bid by your company meet this requirement? _____

Integrated Library System (ILS) – The application must be to integrate with SAPL's ILS, Millennium.

Does the application bid by your company meet this requirement? _____

Events Calendar – The application must integrate with Trumba software.

Does the application bid by your company meet this requirement? _____

Virtual Library Card – The applications should have the ability of storing patron's library card information.

Does the application bid by your company meet this requirement? _____

Overdrive Digital Content – The application should have the ability to provide one-click access to Overdrive digital content.

Does the application bid by your company meet this requirement? _____

Project Completion - The contractor must be able to deliver all final products and services within 120 days after having received a notice to proceed. This will include having delivered an Android app to the Google Play Store and having made a submission to the Apple App Store.

Can your firm meet this requirement? _____

Additional Requirements:

Application must allow for real time sync between the application and Millennium, Trumba and Libguide.

Does the application bid by your company meet this requirement? _____

Application must feature the ability for users to submit feedback/reviews on books or other material.

Does the application bid by your company meet this requirement? _____

Application must allow for personalization by users; applications should allow users to personalize search results such as adding series lists to favorites and checking off titles read.

Does the application bid by your company meet this requirement? _____

Application must provide users with notification when a new title is added to series in favorites list.

Does the application bid by your company meet this requirement? _____

Application must feature barcode scan search for book ISBNs.

Does the application bid by your company meet this requirement? _____

Application must have ability to find the closest library using mobile device GPS.

Does the application bid by your company meet this requirement? _____

Application must display book cover graphics.

Does the application bid by your company meet this requirement? _____

Application must be able to properly brand the library with its logo and colors. The application must allow for customization of library brand and colors based on current branding model.

Does the application bid by your company meet this requirement? _____

Application must be able to interface with social media (Twitter, Facebook, etc.).

Does the application bid by your company meet this requirement? _____

Application must have Help or FAQ features.

Does the application bid by your company meet this requirement? _____

Minimum Vendor Requirements:

Bidder must have experience in Android application development, Android SDK and APIs, Java, C, and C++.

Does your company meet this requirement? _____

Bidder must have experience in Objective C, iOS application development for iPhone, iPad and iPod Touch.

Does your company meet this requirement? _____

Bidder must have history of or have also built application(s) involving cellular triangulation or GPS.

Does your company meet this requirement? _____

Bidder must have experience with large data sets and various data formats (XML, KML, CSV), and web services and APIs.

Does your company meet this requirement? _____

Requirements Traceability Matrix:

Vendor must complete and address all information listed in the Requirements Traceability Matrix attached as Exhibit – A.

Vendor Experience:

Please attach a narrative response to each of the following:

List and describe three relevant projects of similar size and scope performed over the past three years.

Indicate the number of years Respondent has been in the business of providing Mobile Application, specifically for Libraries. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

List current projects of similar scope that are in progress. For each project listed, give project timeline through target date of completion.

List all Integrated Library Systems for which your firm has provided integration.

Hosting Agreement / Fees:

The City of San Antonio will review software license, service level agreements, maintenance agreements and hosting agreements provided by the vendor. The City of San Antonio requires that the terms and conditions of this Invitation for Bid take precedence over any subsequent agreements.

Warranty Period / Post Go-Live:

The City of San Antonio requires a 12 month warranty period, post go-live. Vendor must include warranty information as part of bid response.

Total Cost of Ownership / Scalability & Customization of Application:

Fee must be all-inclusive of implementation costs, professional services, configuration, interfaces, testing and training. Annual support costs should address a 24 hour response time for addressing maintenance, technical and / or repair issues. Fees cannot include vendor storage issues and should be limited to functionality of application and interface with library ILS.

The City will consider costs for ILS Change and rebranding and these are notated in the price schedule.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000, and terminate on SEPTEMBER 30, 2015.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 3 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

All or None Bid.

City of San Antonio will make award to one bidder only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing

- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – REQUIREMENTS MATRIX
Attachment B – LPP
Attachment C – SBEDA
Attachment D – PRICE SCHEDULE

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

Attachment A – REQUIREMENTS MATRIX

REQUIREMENTS TRACEABILITY MATRIX

			Vendor Solicitation Responses		
Functional Category (FC)	**Rqmt #**	**Functional Requirement**	**Can vendor solution meet requirement Y/N**	**Does requirement require customization Y/N**	**Vendor Comments**
Compatibility with Existing Devices	**1.1**	Mobile application must be compatible with current and previous iOS and Android smartphone devices going back at least 3 years.			
	1.2	Mobile application must be compatible with current and previous iOS and Android tablets going back at least 3 years.			
Technical Usability	**2.1**	Application must allow the library the capability of customization through which the following areas can be updated fairly quickly or in almost real-time: library branch address, branch hours, and icons within the app.			
Analytics and Usage Statistics	**3.1**	Application must provide statistical and analytical reporting.			
	3.2	Application must be able to provide statistics on a specific time schedule (e.g. daily, weekly, monthly, and annually, etc.)			
	3.3	Ability to pull reports using a date range			
	3.4	All reports should be downloadable or saved as an Microsoft Excel spreadsheet or PDF.			
	3.5	Must have the ability to track number of application downloads per platform.			
	3.6	Must generate an analytic report showing amount of usage different portions of the app receive.			

Security and Privacy	**4.1**	Application must provide a means of securing users information.			
Library Information	**5.1**	Application must provide basic location and directory information for all individual and library locations.			
	5.2	Application must utilize GPS and tracking for the purpose of locating the nearest library based off of a user's location.			
	5.3	Application must provide each library location's regular hours of operation.			
	5.4	Application must allow for the manual or automated entry of holiday hours and exceptional hours for all library locations.			
	5.5	Application must allow for the customization of branding to include the changing of library's logo.			
Integrated Library System (ILS)	**6.1**	Application must be compatible with library's current Integrated Library System (ILS) Millennium.			
	6.2	Application must be real time with ILS to show up-to-date data for seaches. Application must be able to "mirror" library catalog.			
	6.3	Application must provide patrons a variety of ways to initiate a catalog search (e.g. keyword, title,author's name)			
	6.4	Application must allow user to login to their account using Last name and library card number. Allow users to sign into their account, and be able login in and review account information.			
	6.4.2	Must allow users to review items that are currently checked out under a user's account.			
	6.4.3	Must allow users to review items that are due			
	6.4.4	Must allow users to renew items eligible for renewal			

	6.5	Must have the ability to comply with business rules established by Library through the ILS (e.g. block users for an excessive fine and/or charges.)			
	6.5.1	Allow users to manage holds with the same functionality as through the Web OPAC interface.			
	6.5.2	Must allows users to place holds at the bib-specific ("request any copy") level.			
	6.5.3	Must allow users to check on the status of items currently on hold.			
	6.5.4	Must allow users to cancel or suspend holds.			
	6.6	Solution must offer patrons a way to link to the Library's online payment service			
Standard Business Considerations	**7.1**	Application must comply with ADA (Americans with Disabilities Act)			
	7.1.1	Application must meet or comply with the Web Content Accessibility Guidelines (WCAG) 2.0 as found at http://www.w3.org/TR/WCAG20			
	7.1.2	Solution must meet or comply with the US Government's section 508 Guidelines found at http://www.section508.gov			
Hours of Service	**8.1**	Application and its functionality should be available 24 hours per day, 365 days per year based on data on system availability during the most recent 12 months.			
Customer Support	**9.1**	Customer support shall be available for library staff and all end users Monday through Friday, 8am-5pm			
Technical Support	**10.1**	Customer support shall be available for library staff and all end users Monday through Friday, 8am-5pm			
Events Calendar	**11.1**	Application must integrate with current event calendar software Trumba			
	11.2	Application must be able to display scheduled events by Month, Week, and Day.			
Patron Library Card	**12.1**	Application must provide a means of storing a user's library card			
Overdrive	**13.1**	Deliver one-click access to Overdrive digital			

content

Attachment B – Local Preference Program Identification Form

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods;

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

_____

(Print Name) Authorized Representative of Respondent

_____

(Signature) Authorized Representative of Respondent

_____

Title

_____

Date

This Local Preference Identification Form must be submitted with the respondent's bid/proposal response.

I. SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration ("CVR") system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2014 are:

Construction – 27%
Architecture and Engineering – 22%
Professional Services – 18%
Other Services – 20%
Goods and Supplies - 9%

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring

relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are <u>not</u> commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To

qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than $1/16^{th}$ percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding Agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract Agreement and any contract modification Agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract Agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract Agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an

explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO. CONTRACTOR shall require new Subcontractors or Suppliers, prior to submission of CONTRACTOR's Change to Utilization Plan form, to register in the Centralized Vendor Registration system, before seeking SBO approval.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

None. There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier Agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13 of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

Attachment D – PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

PRICING SCHEDULE

Enter all one-time, re-occuring and ala carte costs associated with the proposed solution. Respondent only needs to complete items that apply to the proposed solution. If there are no costs associated with those listed below, enter a value of 0.

	Quantity	Year 1	Year 2	Year 3	Year 4	Notes
HOSTING COST						
IMPLEMENTATION COST AND FEES WITH ONE YEAR WARRANTY	One-Time					
PROFESSIONAL SERVICES	One-Time					
CONFIGURATION	One-Time					
INTERFACES	One-Time					
TESTING	One-Time					
TRAINING	One-Time					
ANNUAL MAINTENANCE & SUPPORT	Annual					
Total Solution Cost	Total Cost					
OTHER COSTS (IF ANY)						
Rebranding	One-Time					The library is currently rebranding; would there be a cost for rebranding updates
ILS Changes	One-Time					would there be a cost associated if the library changed ILS vendors or made upgrades to current ILS

TOTAL COST	$ -	$ -	$ -	$ -	$ -

City of San Antonio

ADDENDUM I

SUBJECT: Invitation for Bid (IFB) Mobile Application Development for San Antonio Public Library (RFx# 6100003779) Scheduled to Open: December 20, 2013; Date of Issue: December 5, 2013

FROM: Jorge Garcia
Procurement Manager

DATE: December 17, 2013

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Below are the clarification questions submitted for response. The City's official response to questions asked is as follows:

Question 1: According to the RFP (page 14), "This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000, and terminate on SEPTEMBER 30, 2015." If the contract exceeds $50,000, are the contract terms to be negotiated prior to finalizing the agreement? Another process?

Response: Should the contract value exceed $50,000, statute requires approval of the contract by the governing body. The IFB and selected response serve as the binding contract document with the Terms & Conditions of the IFB prevailing in the event of a conflict.

Question 2: How does the SAePS Electronic Catalog Options (page 14) apply to a Software as a Service solution? If a software vendor normally does not create or publish a catalog, does such a catalog need to be created for the purposes of this RFP and submitted via email or uploaded in addition to the Price Schedule to be submitted?

Response: This is boilerplate language. A catalog does not need to be created. Vendor must submit price schedule.

Question 3: How may potential vendors suggest changes to the General Terms and Conditions? Should any suggestions be submitted along with the proposal in response to the solicitation?

Response: The City will review exceptions to the Terms & Conditions. It will be at the sole discretion of the City to accept any changes to the Terms & Conditions of the IFB.

Jorge Garcia
Procurement Manager
Finance Department, Purchasing Division

JG/lm

LIBRARY SUBSCRIPTION AGREEMENT

THIS LIBRARY SUBSCRIPTION AGREEMENT (the "Agreement") made this _____ day of _____, 20____ between BiblioCommons Inc., a corporation constituted under the laws of the Province of Ontario, Canada ("**BiblioCommons**") and the _____ Public Library, a _____[type of legal entity] created under the laws of _____ ("**Subscriber**").

(Individually, a "Party" and collectively, the "Parties")

RECITALS:

A. BiblioCommons is the provider of certain services which replace the functions of existing online public access catalogues (OPACs) of libraries and facilitate socially-enabled search and discovery, herein defined as the "**Service**";

B. Subscriber desires to deploy the Service as its OPAC on the terms and conditions set out herein;

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

ARTICLE 1 – DEFINITIONS AND PRINCIPLES OF INTERPRETATION

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

(a) "Authorized Patron" means a person who has a numbered library account with Subscriber and is authorized by Subscriber to use the Service;

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

(c) "Confidential Information" means any information disclosed by a Party to the other Party pursuant to this Agreement in a context which would cause a reasonable person to believe the information is intended to be treated as confidential, including but not limited to, documents expressly designated as confidential, any information related to BiblioCommons proprietary services and software including the Service, Secure Personal Information, and information related to Subscriber's processes, products, employees, facilities, equipment, security systems, information systems, finances, marketing plans, suppliers, or distributors; provided, however that "Confidential Information" shall not include information that: (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization

EXHIBIT B

of Disclosing Party; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the Disclosing Party without a duty of confidentiality; (v) is known to the Receiving Party prior to disclosure; (vi) is at any time developed by the Receiving Party independently of any such disclosure(s) from the Disclosing Party; or (vii) must be disclosed as required by law.

(d) "Designated Person" is the person designated by the subscriber to receive all notices, consent and other communication. See Sections 11.13 and 11.14;

(e) "Force Majeure Event" has the meaning assigned in Section 11.04;

(f) "Initial Term" has the meaning assigned to it in Section 2.02 hereof;

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

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

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

(n) "Service" means a range of services that is substantially in accordance with Schedule"A-1" plus any services in Schedule "A-2" for which subscription fees are named as payable in this Agreement;

(o) "Technical Requirements" has the meaning assigned in Section 3.02 hereof;

(p) "Term" has the meaning assigned to it in Section 2.02 hereof;

(q) "Terms of Use" shall mean the terms of use that govern the use by Authorized Patrons of the Service, an example of which is attached as Schedule "F", and which may be amended by BiblioCommons from time to time;

(r) "User" means an Authorized Patron who has registered with BiblioCommons to use the Service.

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

Schedule "A" – Service Descriptions
Schedule "B" – Support Services
Schedule "C" – Service Levels
Schedule "D" - Technical Requirements
Schedule "E" - Privacy Statement
Schedule "F" - Terms of Use

1.02 Calculation of Time.

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

ARTICLE 2 – BIBLIOCOMMONS OBLIGATIONS

2.01 Delivery of Service.

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

2.02 Term.

The term of the Agreement shall commence on the date of the Agreement and continue for a period of one (1) year (the "Term").

2.03 Changes to the Service.

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

2.04 Maintaining Community Standards.

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

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

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

2.05 Service Level

BiblioCommons will provide the Core Service in accordance with the service levels and remedies outlined in Schedule "C" Service Levels. Notwithstanding anything herein to the contrary:
* BiblioCommons may interrupt the Service for security purposes;
* the Service is dependent on the Internet and may be interrupted.

ARTICLE 3 – SUBSCRIBER OBLIGATIONS

3.01. Fees

(A) Implementation Fees

Subscriber will pay to BiblioCommons a one-time implementation fee of _____ thousand dollars ($_____ USD) in consideration of a standard implementation of the Service connector on Subscriber's existing backend (the "ILS") , which shall be payable to BiblioCommons or its agent as designated in writing by BiblioCommons, on the date of this Agreement. An ongoing connection with subsequent upgrades of the existing ILS will be supported by BiblioCommons without additional fee provided that Subscriber gives BiblioCommons notice:

- of 2 months for substantial changes to Subscriber's ILS such as ILS upgrades; and
- of 2 weeks for minor ILS configuration changes that require changes in the ILS connector.

If such notice is not provided Subscriber will pay to BiblioCommons an additional fee calculated by BiblioCommons, acting reasonably, that corresponds to the cost of BiblioCommons's analysis and work on Subscriber's connector.

(B) Core Subscription Fee

During the Term in consideration of the agreement to make the Core Service portion of the Service (Schedule "A-1") available to Subscriber, Subscriber will pay to BiblioCommons an annual subscription fee that shall be calculated at eight cents ($0.08 USD) per person in Subscriber's service area according to the most recently available census data or $10,000, which ever is greater, which shall be payable to BiblioCommons, or its agent as designated in writing by BiblioCommons on the date of this Agreement.

(C) Mobile Subscription Fee

During the Term in consideration of the agreement to make the Mobile Service portion of the Service (Schedule "A-2") available to Subscriber, Subscriber will pay to BiblioCommons a one-time implantation fee of $1000 and an annual subscription fee that shall be calculated at twenty-five percent (25%) of the Core subscription fee or $4,000, which ever is greater; both shall be payable to BiblioCommons or its agent as designated in writing by BiblioCommons on the date of this Agreement.

(D) Languages-Module Subscription Fee

During the Term in consideration of the agreement to make the Spanish language interface for the Core Service available as a part of the Service, Subscriber will pay to BiblioCommons an annual subscription fee of _____ thousand dollars ($___,000 $USD), which shall be payable to BiblioCommons on the date of this Agreement.

(E) Payment Terms

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

(D) Non Payment:

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

3.02 Technical Requirements

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

ARTICLE 4-- HAS BEEN INTENTIONALLY OMITTED

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

5.01 Ownership of Intellectual Property Ownership.

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

5.02 Control of Trade-marks.

Subscriber acknowledges that "BiblioCommons" is a trade-mark of BiblioCommons and shall not be used by Subscriber except as expressly provided in this Agreement and otherwise only with the written consent of BiblioCommons and in accordance with any trade-mark guidelines that may be provided by BiblioCommons from time to time.

ARTICLE 6 – CONFIDENTIAL INFORMATION

6.01 Disclosure; Standard of Care.

The Parties acknowledge that, in the course of performance of their obligations under this Agreement, each Party (a "**Disclosing Party**") may disclose Confidential Information to the other (a "**Receiving Party**"). Each Receiving Party shall hold such Confidential Information in trust for the sole benefit of the Disclosing Party. Each Receiving Party

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

ARTICLE 7 – WARRANTIES

7.01 BiblioCommons Warranties.

BiblioCommons hereby represents and warrants to Subscriber that: (a) BiblioCommons is legally incorporated and validly exists as a corporation under the laws of Ontario; (b) BiblioCommons has the power and authority to enter into the Subscriber Agreement; (c) The individual signing this Agreement has the power and authority to sign such documents; (d) It will use its commercially reasonable efforts to maintain the systems associated with the Service free from viruses, Trojans and other harmful code; and (e) The Service will be performed in a professional, workmanlike manner, commensurate with industry practices within the industry in which BiblioCommons operates.

7.02 Subscriber Warranties.

Subscriber hereby represents and warrants to BiblioCommons that: (a) Subscriber is a _[type of legal entity]_____under the laws of _____; (b) Subscriber has the power and authority to enter into the Subscriber Agreement; (c) the individual signing this Agreement has the power and authority to sign such documents; and (d) Subscriber will use commercially reasonable efforts to avoid transmitting to BiblioCommons any viruses, Trojans and other harmful code.

7.03 Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET OUT IN SECTION 7.01, THE SERVICE AND ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICE IS PROVIDED BY BIBLIOCOMMONS UNDER THIS AGREEMENT ON AN "AS IS" BASIS AND BIBLIOCOMMONS AND ITS LICENSORS MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW OR OTHERWISE, REGARDING THE SERVICE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, TITLE, USAGE OF TRADE OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BIBLIOCOMMONS MAKES NO WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE OR THAT IT WILL PRODUCE A DESIRED RESULT.

ARTICLE 8 - TERMINATION

8.01 Termination.

This Agreement may be terminated at any time:

(a) in writing, by mutual consent of BiblioCommons and the Subscriber;

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

(c) by either party if the other party breaches the terms and provisions of this Agreement and such breach has not been cured within thirty (30) days following notification thereof.

This Agreement may not be terminated under Section 8.01(c) unless the Party alleging that another Party (the "Breaching Party") is in breach provides written notice to the Breaching Party of the alleged breach. The Breaching Party shall have 30 days to remedy such breach, unless such breach cannot reasonably be remedied within 30 days, in which case the Breaching Party shall make all reasonable efforts within 30 days to begin to remedy the alleged breach and shall remedy such breach within a time period that is commercially reasonable to complete such remedy.

Notwithstanding the termination or expiration of this Agreement, Articles 1, 5, 6, Section 7.03, Article 8, Article 9 and Article 10 shall survive the termination or expiration of this Agreement.

8.02 Treatment of Patron-Contributed Data upon Termination.

In the event of a termination of this Agreement or should a renewal agreement not be established after the Term (a "Parting"), BiblioCommons shall provide at Subscriber's request and upon the payment of a cost-recovery fee that shall not exceed $2000, in .csv

format or such other format that the Parties may agree upon, a transfer of all user-generated bibliographic annotations for use by Subscriber in association with an alternate service, provided by Subscriber itself or by a third party, that adheres to the Terms of Use and Privacy Statement. In addition, in the event of a Parting, Subscriber agrees that BiblioCommons will send a customer service communication, subject to Library approval which shall not be unreasonably withheld, explaining the User's options and their implications through such transition, to all Users who have:

a) communicated or established connections with one or more persons who are registered users of a BiblioCommons service;
b) initially approached the Service for registration through a website that is not affiliated with Subscriber;
c) subscribed to syndicated information from one or more persons who are registered users of a BiblioCommons service; or
d) syndicated their information or content from BiblioCommons to other websites.

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

ARTICLE 9 – LIMITATION OF LIABILITY

9.01 Limitations of Liability.

Except for any claims of misappropriation of intellectual property, in no event shall either Party be liable for: (i) indirect, special, consequential, incidental or punitive losses, damages or expenses or lost profits or savings even if it has been advised of their possible existence; or (ii) aggregate liability under this Agreement to the other Party exceeding the aggregate amount of the fees paid by Subscriber to BiblioCommons during the 12 month period immediately preceding the date of any such claim. This limitation of liability extends to any alleged liability arising under the law of contracts, torts, negligence or any legal or equitable theory whatsoever.

ARTICLE 10 – HAS BEEN INTENTIONALLY OMITTED

ARTICLE 11 – GENERAL

11.01 Good Faith and Fair Dealing.

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

11.02 Publicity.

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

11.03 Entire Agreement.

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

11.04 Force Majeure.

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

11.05 Severability.

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

11.06 Further Assurances.

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

11.07 Amendments.

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

11.08 Assignment.

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

11.09 Subcontracting.

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

11.10 No Waiver.

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

11.11 No Agency.

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

11.12 Dispute Resolution Process.

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

(B) **Arbitration.** If the Designated Persons are unable to resolve the dispute pursuant to Section 11.12(A) within 30 days, the dispute may be submitted by either Party to final and binding arbitration pursuant to the Arbitration Act (Ontario), provided that there shall be a single arbitrator, unless the Parties cannot agree on a single arbitrator, in which case either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator. Any arbitration shall be conducted in Toronto, Ontario, in the English language. The prevailing Party shall be awarded its reasonable costs associated with the arbitration, including legal fees and other expenses.

(C) **Exception from Mandatory Arbitration.** Notwithstanding any provision of this Section 11.12, a Party shall be able to seek interim or injunctive relief before a court of competent jurisdiction for a breach or a threatened breach of any provision of this Agreement dealing with confidential information or intellectual property rights. For the purposes of the foregoing, each Party expressly attorns to the jurisdiction of the courts of the Province of Ontario and waives any claim or defence of inconvenient forum..

(D) **Conduct During Dispute.** If the Dispute Resolution process described in Section 11.12 is in progress, BiblioCommons shall continue to provide the Service to Subscriber, and Subscriber shall continue to make any payments required under this Agreement. If, at the conclusion of the dispute resolution process, it is determined that such payments were not required to be made, all such amounts shall be refunded by BiblioCommons with simple interest at 1% per month.

11.13 Notices.

All notices, consents and other communications required or which may be given under this Agreement will be in writing and will be deemed to have been duly given (a) when given by hand or by courier; or (b) when received by the addressee if sent by facsimile transmission during business hours of the addressee. If sent outside business hours of the addressee, such notice, consent or other communication will be deemed to have been duly given at the beginning of the next Business Day. Notices, consents and other communications shall be addressed to a Party at its address set forth below, or at such

other address as a Party may hereafter designate by notice given in accordance with the terms hereof:

If for BiblioCommons:

BiblioCommons Inc.
461 King Street West, 3rd floor
Toronto, ON M5V 1K4
Canada
Attention: Patrick Kennedy

with a copy to:

McInnes Cooper
Purdy's Wharf, Tower II
1300-1969 Upper Water Street
PO Box 730
Halifax, NS B3J 2V1
Canada

Fax: (902) 425-6350

Attention: David Fraser

If for Subscriber:

_____ Public Library
_____
_____
_____
Attn: _____

11.14 Counterparts; Facsimile.

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

11.15 Governing Law and Venue.

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the Province of Ontario, Canada.

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

BIBLIOCOMMONS INC.

_____

Name:
Title:

_____ **PUBLIC LIBRARY**

_____

Name:
Title:

Schedule "A-1"
Core Service Description

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

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

6. Display of Bibliographic Records
    a. Bib Page:
        i. Bib information (title, authors)
        ii. Key MARC data
        iii. Key inventory data (availability at local branches)
        iv. Holdings information for serials
        v. User-generated content for a bib, hiding user-generated content from blocked users
        vi. Third-party bib content provided by Subscriber (e.g. Syndetics, Content Café)
    b. Ability for users, from the Bibliographic Record, to
        i. Place holds
        ii. Add user-generated content / add to My Collections
        iii. Browse adjacent titles
7. Transactions:
    a. Place holds
    b. Cancel holds
    c. Suspend holds
    d. Renew items
    e. Change patron email address
8. Messaging
    a. User Inbox provides central location for all messages posted
    b. Message blocking available for users under the age of 13
    c. Options for sharing content outside of BiblioCommons environment
9. Explore New Titles
    a. Faceted Browsing
    b. Configurable New Titles Listings
10. Community credits: automatically saved and displayed to patron
11. Library Admin:
    a. Community Credits: On/Off
    b. High-level activity reporting
    c. Tiered permission levels to site: ability to enable authorized Library staff content to be flagged on site
    d. Extraction of data uniquely held by BiblioCommons using BiblioCommons's Web Services APIs for library "add-ons" or "widgets" that do not replicate parts of the Service.
    e. Configuration of messages

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

Schedule "A-2"

Schedule of Additional Services

The Service will also include:

- BiblioMobile service;
- Languages nodule for Spanish.

BiblioMobile Service Description

BiblioCommons will provide iPhone/iPod Touch, Android and a mobile web-browser services. Upgrades to the mobile services will be provided through the Term by BiblioCommons at no additional cost.

Functionality
Except where not supported by the browser platform of the device in question, the functionality will include:

- Search page with facets
- Bib-record pages with
    - Bibliographic data
    - Availability data
    - Community-contributed data
    - Controls for holds or saving to a 'For Later' list
- Discovery page, including:
    - Recent Reviews
    - Recent Arrivals
- Account management
    - Borrowing Summary page
    - My Shelves
    - Details pages for checked-out items, holds, and suspended holds
    - Controls for circulation transactions
    - Account settings
    - My library-card barcode image
    - Privacy Statement
    - Terms of Use
- Branch-information pages when a branches database is supplied by Subscriber
    - Map view of all branches
    - Text listing of all branches
    - Branch Details page
- FAQ page
- Feedback feature

Localization:
The app will be branded using files supplied by Subscriber. Subscriber will also maintain and host an XML branches database, which will be used to supply branch data to the app.

SSL
For patron security, the service will not operate on platforms that do not support SSL traffic.

Schedule "B":
Post Implementation Support

Support Process and Response Time

BiblioCommons provides four levels of post-rollout support for the Core service. These vary in timing and scope, in proportion to the severity of the problem to which they are responding.

BiblioCommons defines severity by four levels: Emergency, Critical, Normal, and Low-priority. The severity of a problem is determined by:

1. The importance of the feature affected
2. The prevalence of the outage

1. Definition of feature importance

Primary Features	Secondary Features	Tertiary Features
• Site availability • Registration • Login • Search • Holds • Renewals	• Synchronization: of bibliographic records (additions, deletions, edits), and item availability) • ILS-independent, BiblioCommons features including: My Shelves and My Lists; user-generated content (e.g. ratings, comments, etc) and community functionality (e.g. Following, Ignoring, patron to patron	• Text changes and cosmetic issues not affecting site functionality • Changes to mapping of configurable features – formats, audience, availability status etc.

	messaging,) • Cosmetic issues affecting site functionality	

2. Definition of Prevalence

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

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

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

Severity Classification by Feature Importance and Failure Prevalence:

		Prevalence of Failure		
		Complete	**Partial**	**Sporadic**
Feature Importance	**Primary**			
	Secondary			Normal
	Tertiary	Normal	Low	Low

Supported reporting methods by issue severity

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

Contact Method			
[redacted]	[redacted]	**Normal****	**Low**
24/7 Emergency phone	Standard technical support line during support hours, or online ticket entry	Online ticket entry	Online ticket entry

Emergency Phone

A toll-free emergency phone number will be made available to Library staff. BiblioCommons staff will be reachable at this number 24/7.

Technical Support Line – for non-emergency, critical requests.

Phone support will be available between 8:00 AM and 6:00 PM ET, Monday to Friday.

Online ticket entry

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

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

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

Response Commitments by level of severity

Response Commitments		
[redacted]	**Normal****	**Low**

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

Schedule "C"
Service Levels

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

Service Unavailability

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

Service Unavailability will not include:

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

Remedy

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

Scheduled Maintenance

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

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

Schedule "D"
Technical Requirements

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

ILS SERVER AND DATABASE

- The ILS Server must be a locally hosted instance of Sirsi Dynix's Horizon, Symphony or Unicorn/Symphony; Innovative Interfaces' Millennium; Evergreen; or other ILS system as may be agreed to by BiblioCommons.
- The ILS server must offer or accommodate a reliable programmatic method:
    - to access cataloguing and patron data; and
    - to execute circulation requests on behalf of a User.
- Libraries must be able to provide the version number of the ILS application and its underlying database and operating system.
- The standard security configuration provides for access to the ILS connector by opening a port in Subscriber's firewall to BiblioCommons servers. Any additional security requirements from Subscriber may be accommodated for a supplementary implementation fee by written agreement.

TOMCAT SERVER

- There must be a new and correct installation of Apache Tomcat on a server ("the Tomcat server") in the library environment.
- The Tomcat Server must be installed on the same server in which any Unicorn/Symphony API server commands are located.
- There must be an instance of Java 1.7 on the Tomcat server, and it must be modifiable as BiblioCommons requirements evolve.
- Tomcat Manager must be installed on the new Tomcat instance.
- For Unicorn/Symphony, the Tomcat Server must be run using the 'sirsi' user. Tomcat must be available through Subscriber's firewall to the BiblioCommons servers.
- As required for monitoring, troubleshooting and testing, BiblioCommons must be given unassisted access, using SSH, Remote Desktop or similar, to the server running Tomcat, with sufficient privileges to configure and restart the connector and Tomcat.

HARDWARE AND BANDWIDTH

- The Tomcat server CPU must have at least 2Ghz in processing speed, or processing speed that provides response time that is acceptable to Subscriber and BiblioCommons
- The Tomcat server must have a minimum of 256 MB of available RAM (for small libraries, under 25,000 population served), 512 MB (for medium libraries, under 100,000 population served) or 1 GB or more (for large libraries).
- The Tomcat server must have a minimum 1 GB of free space on the hard-drive

except for III instances, where the Tomcat server must have a minimum 10 GB of free space.
- The Tomcat server CPUs must not exceed 50% utilization (with existing, non-BiblioCommons load).
- The library's communication (all network communication from the Tomcat server to the ILS server, the ILS database, and to the external Internet) must be through a high-speed, reliable Internet connection: 5Mbps bi-directional (upload/download) or better for a small or medium-sized library, or 44Mbps bi-directional or better for a large library serving a population over 100,000.

ASSISTANCE AND ACCESS

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

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

USER INTERFACE

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

IN-LIBRARY TERMINALS

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

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

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

DATA QUALITY

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

MARC and Patron Data

BiblioCommons' requirements for MARC mapping reflect typical cataloguing practice:

- Use of AACR2 or RDA and MARC21 standards for Bibliographic and Authority data;
- Authority and Bibliographic records must be exportable separately with corresponding links between the two.

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

- Format values (e.g., DVD, Braille book)
- Audience values: Adult, Teen, Children
- Fiction/Non-fiction/Other

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

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

Identifiers and Other Required Fields

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

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

Cataloguing Workflows

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

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

IF SUBSCRIBER DOES NOT MEET THE REQUIRED CONDITIONS

BiblioCommons will show flexibility in the requirements detailed in this Schedule "D" if mutually agreeable alternatives are found. But in the absence of such alternatives and where Subscriber fails to meet materially any of the requirements, Subscriber will a) use its own resources to perform the work necessary to conform to the requirements or to specifications applied by BiblioCommons in libraries of similar size and with the same or similar ILS deployment, or b) hire BiblioCommons at a rate of $1500 per day per technician to develop a reasonable solution that will be specified and estimated in advance by BiblioCommons.

In the event that Subscriber does not provide the required unassisted access to the server running Tomcat, Subscriber will pay to BiblioCommons an additional one-time fee of ten thousand dollars ($10,000.00), payable on the date of the Agreement.

Schedule "E"
Privacy Statement

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

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

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

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

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

What types of information are collected on this service?

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

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

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

Personal Information

What personal information is gathered?

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

How is my personal information used?

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

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

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

Is my personal information protected?

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

Can I change or delete my personal information?

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

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

Do I have to provide contact information?

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

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

What measures are in place to protect children?

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

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

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

- never to give out personal information such as their real name, phone number, email address, or school without first consulting their parents or guardians, and
- never to arrange a meeting with someone they met online.

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

Safety tips for children:

- http://kids.getnetwise.org/safetyguide/kids
- http://www.safesurfingkids.com/tips_for_kids.htm

Tips for parents:

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

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

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

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

Borrowing Information

How is my borrowing record protected?

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

Shared Content

What is Shared Content?

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

When you contribute content to an individual title, that title is automatically added to My Shelves, a collection that gathers all of the titles to which you have contributed content or

chosen to add to your shelves. You may also create Shared Content by interacting with others through messaging, forums, or collaborative guides.

Can Shared Content be viewed by the public?

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

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

Will my name be visible with my Shared Content?

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

Can I change my Shared Content?

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

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

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

Other Information

Feedback and Suggestions

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

Non-Identifying Information

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

- Information such as your browser type or IP address helps BiblioCommons to understand how visitors use the service and how it might be improved.
- Data from your account may also be aggregated in an anonymous way.
- Anonymous search logs are analyzed to improve the search algorithms.

Cookies

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

- BiblioCommons may set and access temporary session cookies on your computer in order to make our system easier for you to use. In addition, a more persistent cookie is used to store your user preferences. These files do not contain or transfer any personally-identifiable information.
- You may also choose on the log-in page to save your username in a cookie by checking "remember me."
- If you wish to be notified when you receive a cookie, you may set your browser to do so.

External Sites

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

Changes to this Privacy Statement

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

Change of Service

In the event that X Public Library discontinues its participation in the BilioCommons Service, the XPL may transfer your information to a new service of a similar nature. In addition, X Public Library may agree to have your information transferred to a successor

entity of BiblioCommons or to any entity which purchases substantially all of the assets related to BiblioCommons or a division of BiblioCommons.

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

Privacy Officer
BiblioCommons
461 King Street West, third floor
Toronto, ON M5V 1K4, Canada
tel. 1 (647) 436 6381

Schedule "F"
Terms of Use

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

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

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

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

REGISTRATION

Is Registration Necessary?

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

Who is Eligible to Register?

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

Can children use this service?

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

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

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

SHARED CONTENT

What is Shared Content?

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

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

Who owns Shared Content?

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

Can other users use my Shared Content?

The sharing of content is an important objective of the BiblioCommons Service. When you contribute Shared Content that can be viewed by others, you grant a license to other users to make use of that material under an Attribution-NonCommercial-Share Alike Creative Commons License. This is a license that grants others the non-commercial right to copy, distribute, display, perform the work or create derivative works on the condition

that the original author is credited, and that any derivative distribution is licensed in the same way. Unless otherwise indicated, you have the right to use Shared Content contributed by others according to the same Creative Commons license.

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

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

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

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

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

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

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

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- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
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- A description of where the material that you claim is infringing is located on the site;
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Our Address:

BiblioCommons
461 King Street West, third floor
Toronto, ON M5V 1K4, Canada
tel. 647 436 6381

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

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

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

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

Appropriate Use Standards

All visitors to the BiblioCommons Service agree not to:

- access or attempt to access areas of the BiblioCommons Service in which they are not authorized;
- use or attempt to use another person's account without our authorization, or create a false identity on the BiblioCommons Service;
- use or access the BiblioCommons Service or related systems in a way that adversely affects the performance or function of the service;
- use any automated system to harvest or capture any BiblioCommons Content (as defined below) from the BiblioCommons Service, except as may be specifically permitted using RSS/XML feeds;
- co-brand the BiblioCommons Service or portion thereof ("co-branding" means to display a name, logo, trade-mark, or other means of attribution or identification of any party in a manner reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the BiblioCommons Service or BiblioCommons Content);
- "frame" the BiblioCommons Service or portion thereof so that the BiblioCommons Service or BiblioCommons Content appears in the same window with a portion of another website.

If you choose to register, you agree to:

- provide and maintain accurate, current and complete information;
- ensure that your account is used in keeping with the terms of this agreement;
- maintain the security of your password and username;
- not register for more than one account.

Appropriate Use When Posting Content

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

- would inhibit others from using or enjoying the service;
- is false or misleading;
- is harmful, threatening, unlawful, defamatory or may be construed as a personal attack, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive, or hateful;
- constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," political campaigning, or any other form of solicitation;
- is the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, personal identification numbers and credit card numbers;
- contains software viruses, worms, or any other computer code, files or programs designed to interrupt, gain illegal access, destroy or limit the functionality of any data, software, hardware, or telecommunications equipment;

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

In addition, you may not:

- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- solicit personal information from anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.

Warning About Content

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

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

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

How are feedback and suggestions managed?

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

BIBLIOCOMMONS CONTENT

The services and content provided on BiblioCommons ("BiblioCommons Content") are comprised of 1) services and content provided by Participating Libraries, BiblioCommons and third-party providers ("Service Content"); and 2) Shared Content

contributed by users. All BiblioCommons Content is protected by law, and its use is governed by the rights described below.

Can I display BiblioCommons Content to other websites?

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

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

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

OTHER NOTICES

Overdue Notification Service

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

Warning About Links to Other Sites

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

General

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

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

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

Indemnity

You agree to defend, indemnify, and hold harmless BiblioCommons and the Participating Libraries (as well as their officers, directors, employees, agents, successors and assigns) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from, or in connection with your use of this Service or your breach of these Terms of Use.

Jurisdiction and Forum

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

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

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

Compliance with Law

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

Complete Agreement

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

Updating these Terms of Use and the Service

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

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

Termination

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

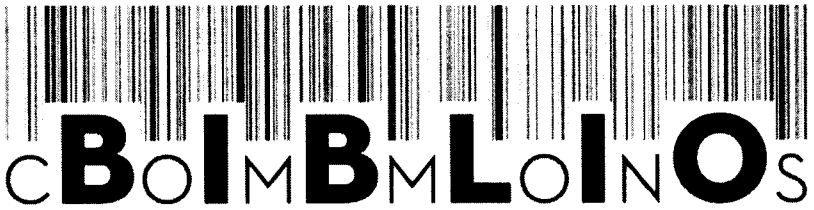
PRICING SCHEDULE

Enter all one-time, re-occuring and ala carte costs associated with the proposed solution. Respondent only needs to complete items that apply to the proposed solution. If there are no costs associated with those listed below, enter a value of 0.

	Quantity/Unit	Base Year	Year 2	Year 3	Year 4	Notes
HOSTING COST						Based on a service population of 1,756,153
IMPLEMENTATION COST AND FEES WITH ONE YEAR WARRANTY	One-Time	$51,700				The implementation is the same work that is required for the BiblioCore catalog and discovery service. If SAPL decided to subscribe to the BiblioCore catalog in the future, it could do with no additional implementation cost.
PROFESSIONAL SERVICES	One-Time	$0				
CONFIGURATION	One-Time	$0				
INTERFACES	One-Time	$0				
TESTING	One-Time	$0				
TRAINING	One-Time	$0				
ANNUAL MAINTENANCE & SUPPORT	Annual	$25,880	$27,690	$29,630	$31,700	Not all libraries lock in pricing annually. It would also be possible to subscribe on an annual basis and not lock-in the annual increases.
						Although not requested in this RFP, an optional Spanish translation of the mobile catalog could be available as well. Priced at about $1,000 annually for BiblioMobile.
Total Solution Cost	Total Cost					
Rebranding	One-Time	$0				No additional charge for rebranding
ILS Changes	One-Time	Unknown				There would be a cost associated if the library changed ILS vendors. The cost would vary based on the ILS. However, there is no charge for ILS upgrades or migrations from the Millennium ILS to Sierra ILS.
	$ -	$ 77,580.00	$ 27,690.00	$ 29,630.00	$ 31,700.00	

EXHIBIT C

EXHIBIT D



BiblioCommons, Inc.
119 Spadina Ave, Suite 1000
Toronto, ON M5V2L1
Solicitation Number: 6100003779
Title: Mobile Application Development for San Antonio Public Library
December 20, 2013, 2 p.m. CST

Executive Summary

This proposal presents BiblioMobile—an established mobile solution developed specifically for public libraries that not only fully integrates with the library's catalog for search and account management and the library's vital online information such as events, but also features continuous, on-going innovation that will ensure SAPL flourishes in the future as a thriving online community hub as well as a vital physical community space.

Subscribing to BiblioMobile would bring San Antonio Public Library into direct online collaboration with some of the most innovative public libraries in the United States such as New York Public, Brooklyn Public and Chicago Public. Through collaboration within BiblioCommons' multi-tenant Software-as-a-Service solutions, top public libraries such as SAPL can cooperate and support online development and future functionality both cost-effectively and efficiently.

With recent advances in technology, opportunities exist as never before for libraries to combine efforts around technology and community building in powerful new ways. But as the interactive possibilities of the web have exploded, user expectations for online experiences have also risen dramatically. While at the same time innovation cycles have accelerated. The technology investments required to realize these opportunities and meet these expectations are complex—and potentially costly.

BiblioCommons proposes a partnership with SAPL that will take advantage of the full potential of emerging web technologies to deliver a fully engaged library online via the BiblioMobile suite.

BiblioMobile is the only mobile app specifically designed for public libraries and features:

- A visually appealing, image-rich design
- Title availability when and how patrons need expect it
  - From search results
  - From facet view
  - Map view
- Facets to refine searches based on availability, format, audience or other options—the only mobile app for libraries that provides this vital functionality
- Integration of public library staff and patron reviews, ratings and other contributions
- Personal record keeping ensures patrons' complete in-progress, completed and for-later "shelves" are online and at their fingertips anytime
- Streamlined design that puts the functionality patrons want front and center
- Easy steps to implement and even easier to maintain
  - No files to maintain or upload, even for new titles lists
  - Automatic, real-time integration that works with existing ILS connector
  - Always up to date with no up-keep from library staff

Because BiblioMobile connects directly to a library's ILS, the implementation for BiblioMobile actually involves all of the same steps as the implementation for BiblioCore—our fully integrated catalog and discovery service. If SAPL were to subscribe to BiblioMobile, and then add the BiblioCore service later, there would be no additional implementation fee for SAPL, and with BiblioCore, SAPL would have a fully integrated catalog which would promote the branding, navigation and functionality of the library's website while also transforming the library's website into a rich, community-centered staff and patron engagement platform.

By sharing the code base across public libraries and delivering via the Software-as-a-Service (Saas) model, BiblioCommons is able to ensure scalability, ongoing innovation and sustainability now and for the future. The BiblioMobile solution will:

- Allow SAPL to benefit from the general advantages of the SaaS delivery model—in particular a lower total cost of ownership and continuous, accelerated innovation.
- Benefit SAPL by providing functionality arising from investments from other large urban libraries such as New York Public and Chicago Public in a shared code base.
- Provide an essential foundation for the iterative, collaborative development of next generation online services.
- Encourage collaboration across large public libraries to benefit public libraries and their communities effectively and efficiently.

With a continuously improving product and regular significant enhancements, SAPL will not just be at the forefront of technology and online community engagement in 2014 when the site is released to the public, but will remain at the forefront into the future with constant upgrades and functionality enhancements specifically focused on the needs of public library patrons and the strategic mission of public libraries.

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Application Requirements:

Vendor must provide a mobile application which includes features and functionality to meet detailed requirements in the following areas:

Technical Usability – Application must allow for easy updates to be performed by the business. Example: Update library address, hours and the Library's logo.

Does the application bid by your company meet this requirement? ___Yes_____
Address and hours can be updated by the library; the library's logo can be easily updated by the BiblioCommons project manager without additional cost.

Analytics and Usage Statistics – The application must provide ability to pull reports on trends.

Does the application bid by your company meet this requirement? ___Yes_____

Security and Privacy – The application must ensure that user information is secure.

Does the application bid by your company meet this requirement? ___Yes_____

Library Information – The application must be able to provide location and directory information and utilize GPS for finding the nearest library.

Does the application bid by your company meet this requirement? ___Yes_____

Integrated Library System (ILS) – The application must be to integrate with SAPL's ILS, Millennium.

Does the application bid by your company meet this requirement? ___Yes_____

Events Calendar – The application must integrate with Trumba software.

Does the application bid by your company meet this requirement? ___Yes_____
BiblioMobile currently supports links to Events, but would add Trumba integration functionality to the mobile solution if selected by SAPL.

Virtual Library Card – The applications should have the ability of storing patron's library card information.

Does the application bid by your company meet this requirement? ___Yes_____

Overdrive Digital Content – The application should have the ability to provide one-click access to Overdrive digital content.

Does the application bid by your company meet this requirement? ___Yes_____
BiblioMobile currently supports direct links to download from OverDrive and is developing more robust API-based integration in early 2014.

Project Completion - The contractor must be able to deliver all final products and services within 120 days after having received a notice to proceed. This will include having delivered an Android app to the Google Play Store and having made a submission to the Apple App Store.

Can your firm meet this requirement? ___Yes_____

Additional Requirements:

Application must allow for real time sync between the application and Millennium, Trumba and Libguide.

Does the application bid by your company meet this requirement? __Partially___
Real time sync to Millennium is currently supported. Basic events integration is available now, but Trumba-specific integration would be developed, and we could discuss Libguides integration as well. Our catalog, BiblioCore can replace and enhance much of the functionality of Libguides but we would be open to considering additional integration options.

Application must feature the ability for users to submit feedback/reviews on books or other material.

Does the application bid by your company meet this requirement? ___Yes_____
BiblioMobile displays reviews, ratings, quotes and summaries submitted by library patrons and staff via the BiblioCore catalog.

Application must allow for personalization by users; applications should allow users to personalize search results such as adding series lists to favorites and checking off titles read.

Does the application bid by your company meet this requirement? __Partially___
Users can personalize their BiblioMobile experience by adding titles to their completed, in-progress and for later shelves. Full series support is not currently available, but we are planning on adding additional functionality to better support readers of series.

Application must provide users with notification when a new title is added to series in favorites list.

Does the application bid by your company meet this requirement? ___Not at this time___
BiblioCommons does not currently provide notifications but these types of patron-friendly notifications are planned for future development.

Application must feature barcode scan search for book ISBNs.

Does the application bid by your company meet this requirement? ___Yes_____

Application must have ability to find the closest library using mobile device GPS.

Does the application bid by your company meet this requirement? ___Yes_____

Application must display book cover graphics.

Does the application bid by your company meet this requirement? ___Yes_____

Application must be able to properly brand the library with its logo and colors. The application must allow for customization of library brand and colors based on current branding model.

Does the application bid by your company meet this requirement? ___Yes____

Application must be able to interface with social media (Twitter, Facebook, etc.).

Does the application bid by your company meet this requirement? __Partially___
SAPL can link to and promote their social media streams via the BiblioMobile apps. Additionally, the mobile web browser optimized site provides more direct integration options with Twitter and Facebook to share and promote titles and staff or patron contributions to social media. Additional development for sharing via social media in the native apps may be considered in the future.

Application must have Help or FAQ features.

Does the application bid by your company meet this requirement? ___Yes___

Minimum Vendor Requirements:

Bidder must have experience in Android application development, Android SDK and APIs, Java, C, and C++.

Does your company meet this requirement? ___Yes___

Bidder must have experience in Objective C, iOS application development for iPhone, iPad and iPod Touch.

Does your company meet this requirement? ___Yes___

Bidder must have history of or have also built application(s) involving cellular triangulation or GPS.

Does your company meet this requirement? ___Yes___

Bidder must have experience with large data sets and various data formats (XML, KML, CSV), and web services and APIs.

Does your company meet this requirement? ___Yes___

Vendor Experience:

List and describe three relevant projects of similar size and scope performed over the past three years.

With the examples of detailed below and many other leading public libraries, BiblioMobile makes it fast and easy for patrons to benefit from their library's extensive resources while on the go while also creating new paths to discover what to read, watch, or listen to next.

And BiblioMobile requires no work from the library staff to maintain. No files to upload or lists to update as everything is automated through the complete integration with the library's ILS. As evidenced from patron feedback, patrons often express their gratitude for how the BiblioMobile app enriches their lives and connects them with their library's extensive collections:

> "**This app is so great to use. It has increased my use of the library 5x.**
> The recently reviewed items gets me to try stuff I wouldn't have looked up on my own, the bar code function in the search section has kept me from purchasing books because I could immediately order them from the library, and my favorite section, "My NYPL" really does have all the most important info at my fingertips. I am so grateful for this app.
> **It has actually made my life better**."
> ~ by LaHayJ, New York Public Library patron, feedback submitted Feb 22, 2012

The Basics of BiblioMobile

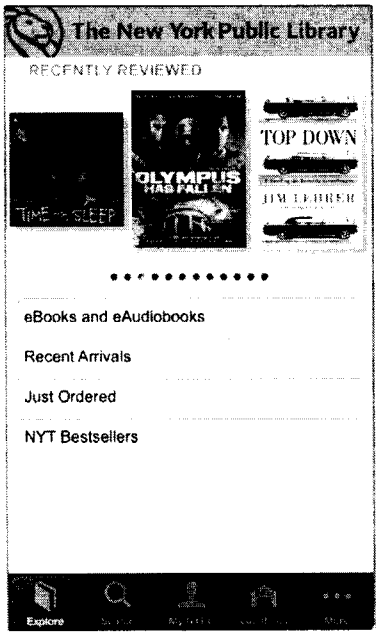
- Includes iPhone app, Android app, and mobile web browser optimized version
- Complete ILS integration for search and account management
- Exceptional relevancy ranking with search
- The only mobile app for libraries that supports full, patron-friendly facets to refine results by format, audience, availability and other key categories
- Detailed branch information including daily hours, holiday hours, contact information and full GPS/mapping
- Scannable account barcode for in-library use
- Title barcode scan to check to see if a title is available at the library (and saves patrons money)
- Custom branding to promote the library's brand, not BiblioCommons
- Visual design that users routinely describe as "gorgeous" and "intuitive"
- Software as a service model includes all hosting, support and regular upgrades
- Full account management tools including holds, holds suspension, and fines display
- Branch preferences are remembered to streamline holds requests
- Includes a map view of all available titles at available locations
- Convenient summary view of account details that matter most to patrons
- Easy to implement and easier to maintain: no files to maintain or upload, even for new title lists

Example libraries with BiblioMobile:

- New York Public Library
- Brooklyn Public Library
- Ottawa Public Library

New York Public Library
ILS: Millennium
Service population: 3,439,711
Live with BiblioCommons (Both BiblioCore and BiblioMobile) since 2011
BiblioCommons services: BiblioCore, BiblioMobile, Summer Sites, BiblioSchools, BiblioReader (Beta), BiblioBuy (Beta)

With BiblioMobile, patrons are greeted with a library-branded, visually appealing mobile experience that promotes browsing the library's collections and popular categories such as:



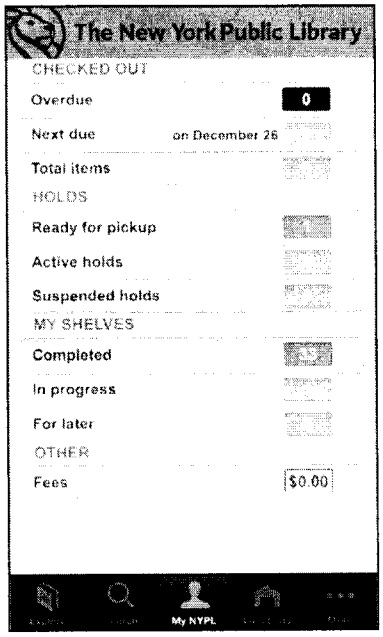
Recently Reviewed:
Browse titles that have been recently reviewed by library staff and patrons.

eBooks & eAudiobooks:
Find books to read or listen to on the go.

Recent Arrivals:
Find new titles and quickly see what is available for immediate checkout.

Just ordered:
Quickly place holds on titles that have been ordered today or to add titles to a patron's "for later list."

Best sellers:
Checkout or place holds on popular titles. *The New York Times* best sellers lists are updated weekly as part of the BiblioMobile service.



Patrons can quickly view and manage their accounts with the enhanced functionality of personal "shelves" to track titles, similar to GoodReads.

Checked Out
Syncs in real time to the ILS and provides helpful color-coding of items that need quick attention, such as red for over-due titles or yellow for almost due titles. Patrons can quickly renew titles directly in the app.

Holds
Quickly see what holds are available for pick-up while you're out running errands. Or, suspend holds while you're on vacation and then re-active them when you've returned. All from the app, and all syncing in real time to the ILS.

My Shelves
Track what's been completed, what is in progress, or what you'd like to read, watch or listen to later. Patrons are not limited to titles in the library's collections or what they have checked out from the library, but can also include what they have purchased on their own or borrowed from friends.

Fees
Patrons can quickly see what fees or fines they have accrued and the related titles.

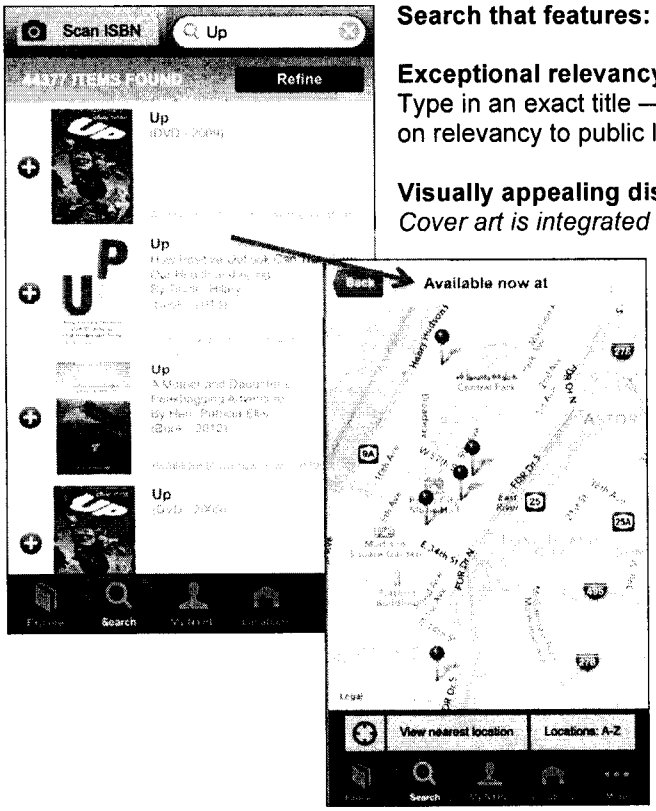
With the Locations button, patrons can quickly see & access information on all the locations of the library with multiple view options.

Map-view pins
Touch any of the pins to get directions to a location or go to that specific location screen for more information such as hours, contact information and holidays

View Nearest location
Using GPS to find the location nearest to your current location

Locations A-Z
See all locations, listed alphabetically

Branch-specific pages
Include photos of the buildings, hours, holidays, contact information and more. All easily edited by library staff.

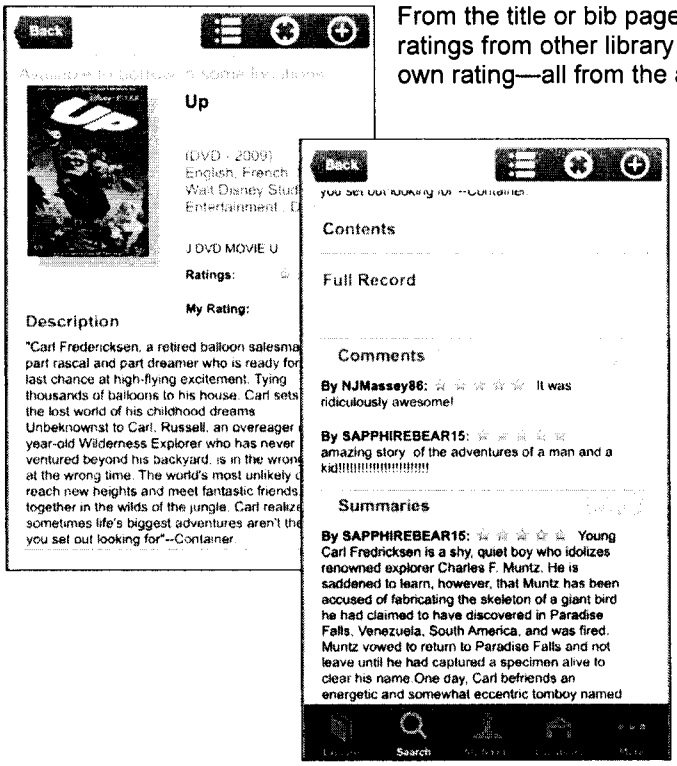


Search that features:

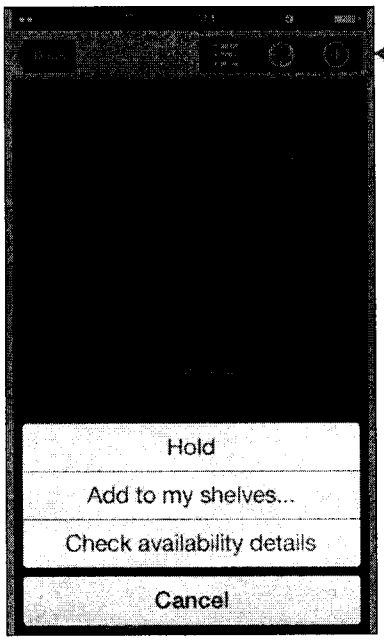
Exceptional relevancy results
Type in an exact title — find the exact title, with results ordered based on relevancy to public libraries worldwide.

Visually appealing display with cover art
Cover art is integrated via the library's existing Syndetics or Content Café augented content subscription.

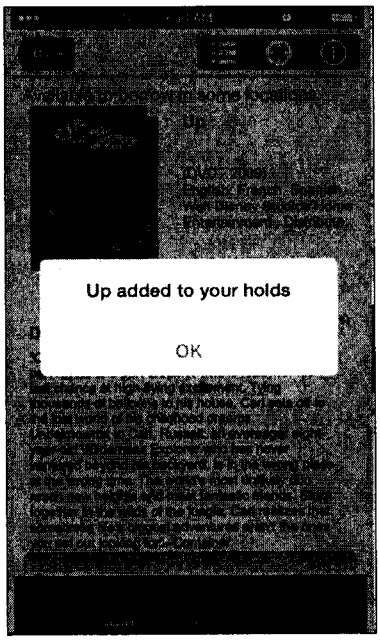
Integration of availability details on the results page—the very data patrons need most on the go.

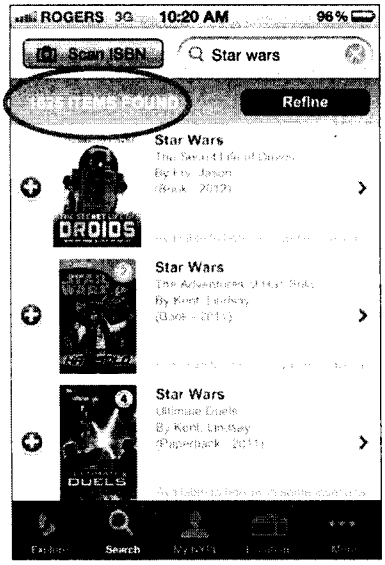


From the title or bib page for the title, the patron can view descriptions, ratings from other library patrons and library staff, and share his or her own rating—all from the app.



By clicking on the blue corner button, patrons can place holds, add items to their shelves, or check additional availability details.

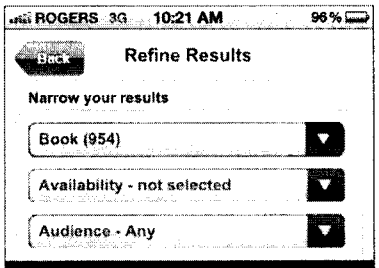




Perhaps most importantly, BiblioMobile is the only mobile app for libraries supporting facets to allow patrons to quickly refine and limit their search to what they want most—and not have to scroll through endless titles that aren't applicable or available for checkout.

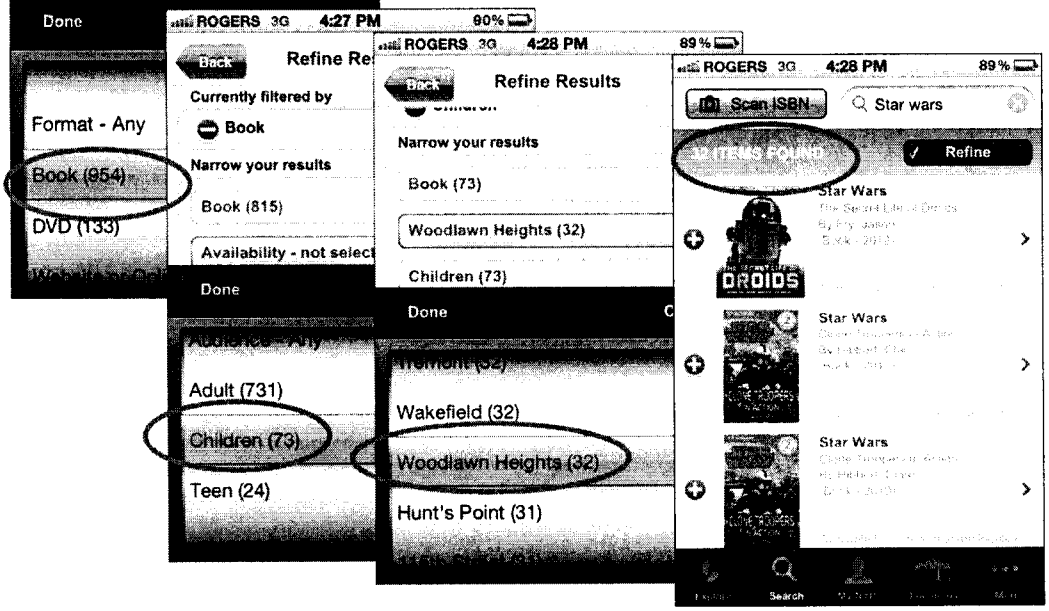
By clicking **Refine**, patrons can quickly limit their results by

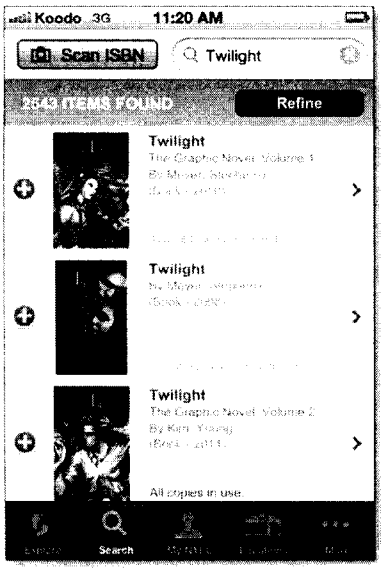
- Format
- Availability (anywhere or at a specific location)
- Audience
- Acquisition date
- Topic
- Content
- Form/Genre
- Language
- Publication date
- Region
- Author
- Tags



In the "Star wars" search, a patron might be looking for the easy-reader Star Wars books for children available for check out at the Woodlawn Heights branch—and not want to wade through all the movies or titles for adults or titles that aren't available for immediate checkout.

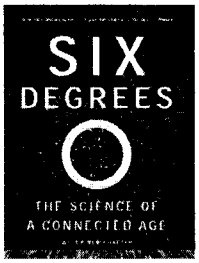
BiblioMobile is the only mobile app that delivers this precision on the go.



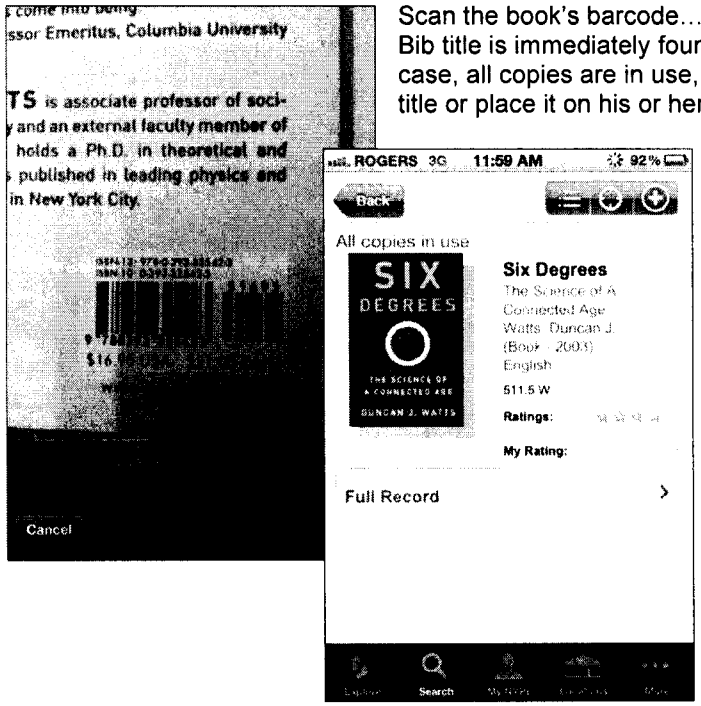


Another great search feature of BiblioMobile is the option to scan an ISBN barcode and determine if the title is available from the library.

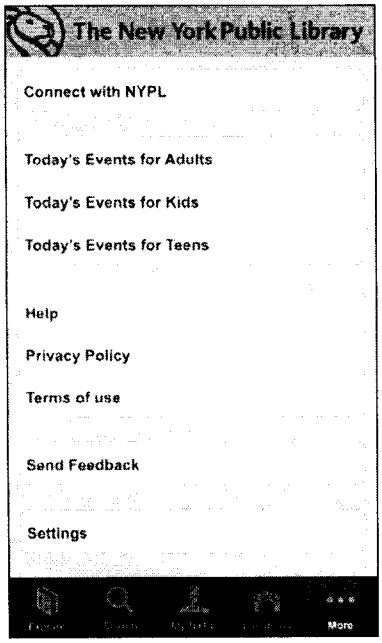
For example...



If a patron saw *Six Degrees: The Science of a Connected Age* at a friend's house or bookstore and wanted to check it out, the patron only needs to go to Search and click "Scan ISBN."



Scan the book's barcode...and if the title is available at the library, the Bib title is immediately found and the availability is displayed. In this case, all copies are in use, so a patron could either place a hold on the title or place it on his or her "for later list"



While BiblioMobile focuses on the features patrons use most—namely searching or browsing the collection, checking out titles, managing their accounts, and visiting library locations, it also provides access to "More," so patrons can...

Connect with the library's staff via social media
The library can customize a mobile-optimized webpage to include social media or related links and content

Find out about library events
Currently this is accomplished with a library-developed mobile-optimized webpage. However, BiblioCommons will integrate with Trumba for SAPL's implementation.

Get help using the app

Learn about the privacy policy or terms of use

Send feedback on the app

Change personal settings

Feedback from NYPL patrons on BiblioMobile

Wow- Powerful- Mobile- the best! ★★★★★
by Dasan888 – Jun 28, 2011

This app is what mobile apps are all about- full integration of the website with useful mobile/location-based functions. You can search, hold books, renew, everything just like the website. You can also find out the nearest branch to you, the closest branch with a book you're looking for if you're not patient enough to wait for it to arrive at your local branch.

The presentation is fantastic, useful, and crystal clear. I did not even find the app to be buggy at all- I was able to sign into my account in 15 seconds.

The NYPL hold/online system is the best kept secret in NYC- you basically have the entire library system at your fingertips- now it's on your iPhone!

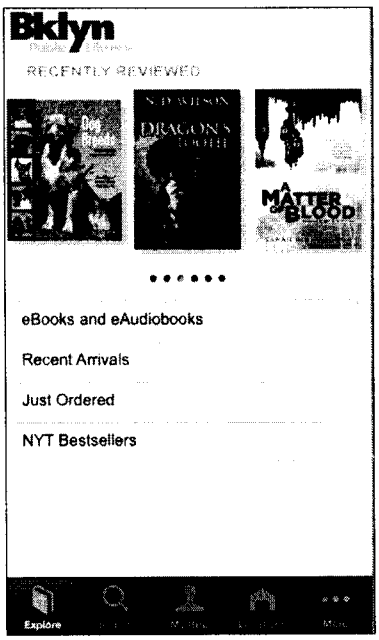
NYPL Mobile ★★★★½
by D. Hill – Jan 22, 2012

This is one of the best library apps in the marketplace. It mirrors the patron experience on the website by making easy search, check outs, item lists, and anything involving the user's account status. The only thing that can raise the rating of this app is adding a e-reader so one can have the complete library experience in their pocket.

Awesome! ★★★★★
by Bdjdhchcgkffjcfvhccghyttttgyy – Oct 15, 2011

Love this app, it's very convenient! Now I can renew books on my iPhone, plus check due dates, branch hours, and a lot of other stuff available on the website. Runs really smoothly. Thanks NYPL!

Brooklyn Public Library
ILS: Sierra
Service Population: 2,504,700
Live with BiblioCommons since 2012, Live with BiblioMobile since 2013
BiblioCommons services: BiblioCore, BiblioMobile, Summer Sites, BiblioSchools, BiblioReader (Beta), BiblioBuy (Beta)



This app makes me want to kiss the BPL ★★★★★
by Nell in Bklyn – Feb 26, 2013

1. Super easy to use.especially if you're already familiar with the new web

2. Makes renewing and checking on holds a snap!

3. Simple clean design is easy on the eyes and the brain.

THANK YOU BPL!

My favorite ★★★★★
by QueenAnnsLace – Sep 16, 2013

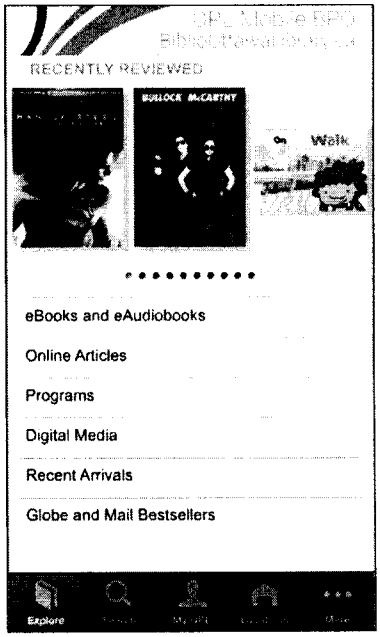
This app, in my opinion, is terrific. It's very user friendly and an excellent resource for putting books on hold and managing my account. The Times best sellers list has also allowed me to easily get titles I usually see press about and then promptly forget to check out. For my library usage, this app is excellent. The BPL did a great job.

The app I'd been waiting for! ★★★★★
by bfrombk – Sep 28, 2013

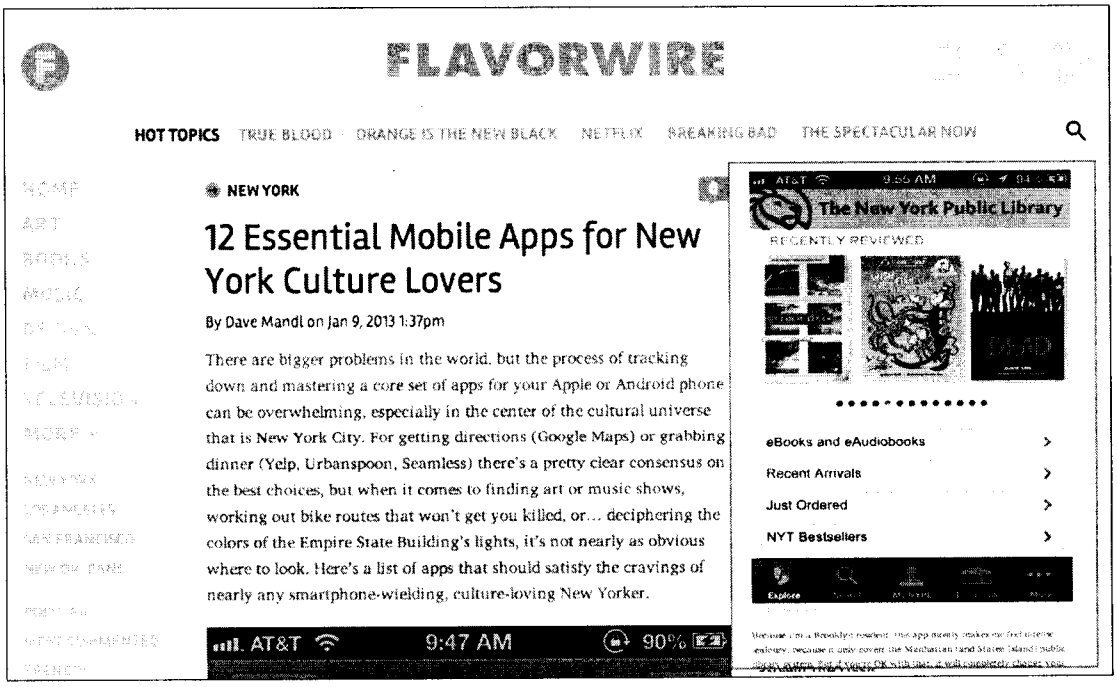
So happy to finally have a library app and even happier it's easy to use. Favorite feature is scanning barcodes. Love being at a book store and scanning books to put on hold at the library.

Ottawa Public Library
ILS: Symphony
Service Population: 935,073
Live with BiblioCommons since 2009, Live with Mobile since 2011
BiblioCommons services: BiblioCore, BiblioMobile, Summer Sites, Request for Purchase (Beta)

Great app! ★★★★★
by Garlandb – Mar 7, 2011
Kudos to the OPL for releasing something like this!



Kudos from the Tech Community
January 2013: Flavorwire Featured NYPL's mobile app via BiblioCommons as an essential mobile app for New York Culture Lovers



Indicate the number of years Respondent has been in the business of providing Mobile Application, specifically for Libraries.
BiblioCommons has been in business since April 2006 and exclusively focuses on online services for public libraries. Historically, library vendors have provided solutions to serve across various types of libraries such as academic, public, school, and special libraries. However, BiblioCommons chose to optimize all online services to public libraries to deliver an exceptional experience specifically for public library patrons. BiblioCommons first went live with the BiblioCore catalog. The BiblioMobile suite was launched in 2011.

Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
BiblioCommons exclusively builds online applications for public libraries.

List current projects of similar scope that are in progress. For each project listed, give project timeline through target date of completion.
While BiblioMobile is available to libraries without subscribing to BiblioCore, to date, all libraries that have subscribed to BiblioMobile implemented the mobile suite along with the BiblioCore catalog which includes website integration, extensive hands-on staff training, and more. Therefore BiblioCore + BiblioMobile implementations are longer than 120 days. However, because the implementation and training requirements for BiblioMobile are not as extensive that for BiblioCore, the BiblioCommons team will be able to provide BiblioMobile to SAPL within the 120 day window. SAPL staff will need to complete the first phase of the implementation (installing Tomcat and completing the mapping surveys) within the first week of the project, but as a final note, it's not unheard of for a full BiblioCommons implementation of BiblioCore + BiblioMobile to be up in less than 120 days. When the BiblioCommons team implemented with NYPL, the soft launch was ready within just three months.

King County Library System
ILS: Evergreen
Service Population: 1,318,745
BiblioCommons Services: BiblioCore, BiblioMobile, Summer Sites planned for 2014
KCLS completed their BiblioCommons Agreement on February 25, 2013. As KCLS uses a customized version of the Evergreen ILS, there was some additional development for BiblioCommons to integrate with the KCLS catalog, but even with the additional development, KCLS was able to have a long period of "soft launch" for patrons and staff and went live officially on December 17. In the fall, KCLS decided they would have the funds to add BiblioMobile to their BiblioCommons services, and the mobile web optimized version of their catalog is live now (and can be viewed from any mobile web browser), and the apps are to be launched soon as well.

Chicago Public Library
ILS: Carl.X
Service Population: 2,695,598
BiblioCommons Services: BiblioCore, BiblioMobile, BiblioCMS
Chicago Public completed their BiblioCommons Agreement on January 24, 2013. The Chicago Public Library Foundation funded a three-year agreement with BiblioCommons to not just provide BiblioMobile and BiblioCore but also a fully re-worked BiblioCMS to design and host the entire Chicago Public Library Website. Chicago Public wanted to launch all services together and all are available in soft launch as of November 2013, and are set to launch officially in early 2014.

List all Integrated Library Systems for which your firm has provided integration.

- Millennium
- Sierra
- VTLS
- Carl.X
- Symphony
- Horizon
- Polaris
- Evergreen

007 – SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's invitation for Bid for the prices stated therein;

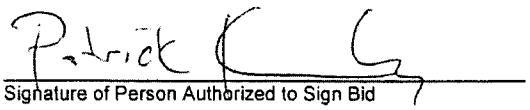
(s)he has read the entire document, including the final version issued by the City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information Please Print or Type	
Vendor ID No.	10035149
Signer's Name	Patrick Kennedy
Name of Business	BiblioCommons Inc
Street Address	119 Spadina Avenue Suite 1000
City, State, Zip Code	Toronto, Ontario, M5V 2L1
Email Address	info@bibliocommons.com
Telephone No.	647-436-6381
Fax No.	647-435-8715
City's Solicitation No.	6100003779



Signature of Person Authorized to Sign Bid

Exhibit A: Requirements Traceability Matrix

Exhibit B: Pricing Schedule

Exhibit C: Terms & Conditions and BiblioCommons Standard Agreement

The vendor's standard terms would apply to any resulting contract. If the city of San Antonio selects BiblioCommons as a finalist for the mobile solution for SAPL, BiblioCommons will provide suggested language changes for the City of San Antonio Terms and Conditions in addition to the standard BiblioCommons SaaS agreement. The BiblioCommons Standard Agreement could also be modified to purchase BiblioMobile only with the option to subscribe to BiblioCore later without an additional implementation fee.

REQUIREMENTS TRACEABILITY MATRIX

			Vendor Solicitation Responses		
Functional Category (FC)	**Rqmt #**	**Functional Requirement**	**Can vendor solution meet requirement Y/N**	**Does requirement require customizati on Y/N**	**Vendor Comments**
Compatibility with Existing Devices	**1.1**	Mobile application must be compatible with current and previous iOS and Android smartphone devices going back at least 3 years.	Y	N	Assuming that we are counting back from 2014.
	1.2	Mobile application must be compatible with current and previous iOS and Android tablets going back at least 3 years.	Y	N	Assuming that we are counting back from 2014.
Technical Usability	**2.1**	Application must allow the library the capability of customization through which the following areas can be updated fairly quickly or in almost real-time: library branch address, branch hours, and icons within the app.	Y	N	Libraries can update library branch addresses and hours via an xml file saved on library servers. Libraries can change their logos by contacting the BiblioCommons product manager. Icons can not be changed.
Analytics and Usage Statistics	**3.1**	Application must provide statistical and analytical reporting.	Y	N	
	3.2	Application must be able to provide statistics on a specific time schedule (e.g. daily, weekly, monthly, and annually, etc.)	Y	N	
	3.3	Ability to pull reports using a date range	Y	N	
	3.4	All reports should be downloadable or saved as an Microsoft Excel spreadsheet or PDF.	Y	N	
	3.5	Must have the ability to track number of application downloads per platform.	Y	N	Collected by BiblioCommons on a weekly basis.

EXHIBIT E

	3.6	Must generate an analytic report showing amount of usage different portions of the app receive.	Y	N	BiblioCommons uses Flurry Analytics to track the following: page view (ie. which portion of the app is used); number of sessions; session frequency; new users by month; % of new users; types of searches; search terms by frequency; how searches are refined; top device models; top carriers; top firmware versions
Security and Privacy	4.1	Application must provide a means of securing users information.	Y	N	
Library Information	5.1	Application must provide basic location and directory information for all individual and library locations.	Y	N	
	5.2	Application must utilize GPS and tracking for the purpose of locating the nearest library based off of a user's location.	Y	N	
	5.3	Application must provide each library location's regular hours of operation.	Y	N	
	5.4	Application must allow for the manual or automated entry of holiday hours and exceptional hours for all library locations.	Y	N	
	5.5	Application must allow for the customization of branding to include the changing of library's logo.	Y	N	
Integrated Library System (ILS)	6.1	Application must be compatible with library's current Integrated Library System (ILS) Millennium.	Y	N	
	6.2	Application must be real time with ILS to show up-to-date data for searches. Application must be able to "mirror" library catalog.	Y	N	The BiblioMobile suite is a combination of real time and near time results to ensure performance and speed of results.

	6.3	Application must provide patrons a variety of ways to initiate a catalog search (e.g. keyword, title, author's name)	Y	N	BiblioMobile is the only service we are aware of that supports full facets to quickly refine search results and an optimized search for public library patrons.
	6.4	Application must allow user to login to their account using Last name and library card number. Allow users to sign into their account, and be able login in and review account information.	N	N	BiblioMobile allows patrons to choose their own username and then afterwards log in with either their username and PIN or their barcode and PIN. Libraries that choose BiblioCommons implement PINs as part of their ILS requirement as PINs are also considered more secure than patrons' last names.
	6.4.2	Must allow users to review items that are currently checked out under a user's account.	Y	N	
	6.4.3	Must allow users to review items that are due	Y	N	
	6.4.4	Must allow users to renew items eligible for renewal	Y	N	
	6.5	Must have the ability to comply with business rules established by Library through the ILS (e.g. block users for an excessive fine and/or charges.)	Y	N	
	6.5.1	Allow users to manage holds with the same functionality as through the Web OPAC interface.	Y	N	
	6.5.2	Must allows users to place holds at the bib-specific ("request any copy") level.	Y	N	
	6.5.3	Must allow users to check on the status of items currently on hold.	Y	N	
	6.5.4	Must allow users to cancel or suspend holds.	Y	N	
	6.6	Solution must offer patrons a way to link to the Library's online payment service	Y	N	A link could be added to the "More" screen
Standard Business Considerations	7.1	Application must comply with ADA (Americans with Disabilities Act)	Y	N	

	7.1.1	Application must meet or comply with the Web Content Accessibility Guidelines (WCAG) 2.0 as found at http://www.w3.org/TR/WCAG20	Y	N	
	7.1.2	Solution must meet or comply with the US Government's section 508 Guidelines found at http://www.section508.gov	Y	N	
Hours of Service	8.1	Application and its functionality should be available 24 hours per day, 365 days per year based on data on system availability during the most recent 12 months.	Y	N	
Customer Support	9.1	Customer support shall be available for library staff and all end users Monday through Friday, 8am-5pm	Y	N	Customer support is available for libraries 24/7. End users can also submit questions and feedback via the apps and the feedback form.
Technical Support	10.1	Customer support shall be available for library staff and all end users Monday through Friday, 8am-5pm	Y	N	Customer support is available for libraries 24/7. End users can also submit questions and feedback via the apps and the feedback form.
Events Calendar	11.1	Application must integrate with current event calendar software Trumba	Y	Y	This functionality would be added provided SAPL would be able to obtain the APIs from Trumba.
	11.2	Application must be able to display scheduled events by Month, Week, and Day.	Depending on what is available for integration from the Trumba API.	Y	Assuming the Trumba API provides this level of detail, it could be incorporated.
Patron Library Card	12.1	Application must provide a means of storing a user's library card	Y	N	

Overdrive	**13.1**	Deliver one-click access to Overdrive digital content	Y	Y	BiblioCommons is currently developing this functionalityto integrate with the OverDrive APIs and it will be available in early 2014. In addition to having one-click access, BiblioCommons can have all checkouts and holds integrated in the library account to enable patrons to see all the books they have checked out in one spot--physical books and eBooks alike.