AGREEMENT FOR

Library Electronic Services and Resources

City of Glendale Solicitation No. RFP 25-55

This Agreement for Library Electronic Services and Resources ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Midwest Tape LLC, an Ohio limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2025.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-55 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $500,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and $2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Midwest Tape LLC
c/o Sue Bascuk
Vice President
1417 Timberwolf Drive
Holland, OH 43528
bidrfpinfo@midwesttapes.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anne Shadle
5970 W. Brown Street
Glendale, Arizona 85301
(623) 930-2864

With required copy to**:**

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: Interim City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Midwest Tape LLC,
an Ohio limited liabilty company

By: Sue Bascuk
Its: Vice President

EXHIBIT A

LIBRARY ELECTRONIC SERVICES AND RESOURCES

PROJECT

Contractor will provide electronic services and resources per RFP 25-55 as requested by the Glendale Library.

1. OBJECTIVES

It is the intent of this solicitation to determine qualified companies that the City of Glendale Public Library may purchase various electronic services and resources to use in a public library setting on an as-needed basis.

2. SCOPE OF WORK

2.1 Contractor shall make available online ordering for all electronic resources and/or electronic services, as applicable.

2.2 The anticipated contract period shall begin June 22, 2025. The term of any resultant contract shall be for an initial one (1) year with the option of four (4) additional one-year renewals.

2.3 The Contractor shall deliver any or all formats of electronic services or resources for use in a public library setting. This includes, but is not limited to, E-Books, E-Audios, E-Videos, E-Periodicals, E-Music, electronic services, authority control on records, electronic resources and databases.

2.4 When applicable, the Contractor shall also provide selection lists, analytics, and other collection development products and/or services.

2.5 The Contractor shall provide 10 trial accounts for staff to demo product for 60 days free of charge.

2.6 All software, accounts and content will be stored on the Contractor's servers and not the Library's servers.

2.7 All necessary hardware to operate product(s) will be at the expense of the Contractor.

A. **Purchase of Electronic Materials**

Contractor shall provide electronic materials with bibliographic records, as applicable.

B. **Access to Contractor's Ordering and Inventory System(s)**

1. When applicable, Contractor must provide an easy-to-use online access to Contractor's ordering and inventory information systems for all electronic services and/or databases at no additional cost to the City.

2. Contractor's inventory within the inventory

access system will be updated at a minimum of once per week.

3. Contractor shall provide ongoing support for the system and provide notification when new releases and upgrades are available a minimum of six (6) months prior to implementation.

4. Contractor shall assist with the implementation of all new releases and upgrades and provide a minimum of eight (8) hours of training on them at no additional cost to the City.

5. Orders shall be effective and binding upon the Contractor when electronically transmitted via FTP, email, or vendor website prior to the expiration of the contract.

6. As applicable, Contractor shall accept orders at least 90 days prior to publication, production or release. Contractor will not cancel orders until 90 days after a publication or production date, regardless of date of order.

7. Substitutions and/or additions of titles or editions shall not be permitted without written authorization from library staff. All unauthorized substitutions and/or additions will be returned to the Contractor at the Contractor's expense.

C. **Access to The Library's Inventory System**

1. Contractor performing outsourced work online will be offered Virtual Private Networking (VPN) access to staff functions of the online system. This is to enable Contractors the ability to conduct secure sessions over the Internet into the Library's online system, if applicable.

2. Contractors agree to the following, acknowledging the possibility that during the period this Agreement is in effect, the Library may cease using the Polaris system and convert to a different online library system. If such a conversion should occur, the Library shall notify the successful Contractors a minimum of 90

calendar days before the conversion is implemented, and the successful Contractor shall respond in writing to the Library's contract administrator within 14 calendar days of receipt of such notification. In this response, successful Contractor:

a. Shall indicate whether or not it will continue to provide the services covered by this RFP in the Library's new online system environment at no additional cost;

b. Shall inform the Library of any costs and other particulars required for continuation of its services in accordance with the Agreement, which costs shall be subject to negotiation, and shall justify these costs; and

c. Shall fully describe any services that it must terminate, modify, and/or reduce in quality, timeliness, or other respects because of the conversion, and shall describe in detail exactly how the services will be modified or reduced, if applicable. Upon concurrence of the City and the successful Contractor regarding any conversion costs and other particulars relating to the conversion, this concurrence shall be incorporated into an amendment to the Agreement.

3. The City reserves the right to cancel the Agreement upon 30 days advance notice, without further penalty or obligation to the City, in the event the City, at its sole discretion, determines that the costs or other particulars relating to the conversion are not acceptable.

D. **Customer Support**

1. Contractors shall make available to the Library a toll-free telephone number for customer service. Contractor must provide toll-free technical support for communications problem resolution.

2. Contractors shall make available to the Library a

customer support email and/or chat service for customer service.

3. Problem resolution, with a guaranteed response time of 24 hours (Monday through Friday) for all phone calls or correspondence received. Weekend support desirable.

4. The Contractor shall specify what reports they can produce and provide examples of the reports as part of its proposal.

5. The Contractor shall provide marketing and training materials, both staff and end user.

6. Coordination with relevant Polaris system Library staff in the development and ongoing management of all required interfaces and new product implementation as it affects supplying of orders and cataloging, when applicable.

E. Provide comprehensive explanation of all new or pending service problems or improvements with emphasis on effect.

F. Delivery

1. Delivery shall be in accordance with instructions given by the Library at time of account setup. If there is a discrepancy between the account setup and what is Delivery Times specified in this contract, it is the Contractor's obligation to seek clarification from Library staff.

2. Contractor shall advise the Library, in writing, of any product that is no longer available.

3. Materials ordered pre-publication/production must be received by the Library, catalogued, if applicable, by publication/production date or street release date whichever comes first.

4. Titles and services ordered but not supplied within 90 days from issuance of order shall be canceled automatically and the Library notified. Any exception to this must be specifically authorized in writing by library staff.

G. Invoices

1. Contactor shall follow the invoicing guidelines for all services and products sold to the Library.

2. Contractor shall provide invoice-generating flexibility in order to meet the Library's needs.

3. Invoices shall list items or services supplied in alphabetical order.

4. List prices, percentage discount or monetary charge, and net price of each item or service must be listed on the invoice or statement.

5. Invoices and statements shall include the following information:
   - "Bill to" name and address
   - "Ship to" name and address
   - Purchase order number or individual title order number
   - Title/Author
   - Number or items and licenses
   - List price of title
   - Discount (percentage)
   - Discount cost for items and services
   - Net total cost for all items and services (after discount)
   - Cataloging services on separate line item, as applicable
   - Download date or Import date to Library's ILS system

6. All charges per each item or service must be placed on the same invoice.

7. Totals must be given that reference the account number.

8. Original invoices must follow the billing instructions contained in the account setup. The Library will establish the account setup with the Contractor.

9. Invoices may include multiple purchase order numbers but must be applicable to only one

account number.

10. Prompt payment discount information must appear on invoices.

11. In the event of a price disparity between the unit and extended price, the unit price shall prevail.

12. All invoices are to be mailed separately to the attention of the department designated by the Library.

13. Contractor agrees that the invoice shall arrive within five (5) days after delivery. Payment terms shall be included with invoice.

H. Taxes

1. Libraries in the State of Arizona are exempt from any out-of-state tax on the purchase of electronic information, per Arizona Revised Statutes 42-5159. A.12.

2. An in-state Contractor may only charge the city sales tax for the city within which the Contractor is located. The exception to this is where the Arizona city has also exempted these taxes.

3. No taxes shall be imposed on labor services.

I. Quantities/Pricing

1. The City makes no representations nor guarantees to the Contractor for any minimum or maximum number of units of service to be provided under this contract.

2. Various categories of electronic materials are listed in the Pricing Workbook. Contractor(s) should only provide those materials and services that were awarded to them in the resultant contract.

J. **Multiple Accounts** The Contractor shall have the capability of billing via separate Library, or other agencies, based on funding strings, or have a separate account for each Library cost center or branch office.

K. Warranty

1. The Contractor expressly warrants all items or services to be fit and sufficient for their intended purpose.

2. All warranties shall survive acceptance and payment by the City.

L. **Contractor Qualifications** The Contractor must be a responsible producer or supplier of electronic resources who has been actively engaged in the library electronic resource business for a period of three years or more prior to the RFP opening date.

M. **Change in Contractor's Technology** If Contractor intends to implement changes in technology that could affect the Library's operations or procedures, it will notify Library of these changes a minimum of six months prior to implementation, and such changes could be cause to cancel orders from Contractor.

N. Change of Online Library System

1. Contractor(s) agrees to the following, acknowledging the possibility that during the period the Agreement is in effect, the Library may cease using the Polaris system and convert to a different online library system. If such a conversion should occur, the Library shall notify the Contractor a minimum of 90 calendar days before the conversion in implemented and the Contractor shall respond in writing to the Library's contract administrator within 14 calendar days of receipt of such notification. In this response, Contractor:

   a. Shall indicate whether it will continue to provide the services covered by this RFP in the Library's new online system environment at no additional cost;

   b. Shall inform the Library of any costs and other particulars required for continuation of its services in accordance with the Agreement which costs shall be subject to negotiation, and shall justify these costs; and

   c. Shall fully describe any services that it must terminate, modify, and/or reduce in quality, timeliness, or other respects because of the conversion, and shall describe in detail exactly how the services will be modified or reduced, if applicable. Upon concurrence of the City and the Contractor regarding any conversion costs and other particulars relating to the conversion, this

concurrence shall be incorporated into an amendment to the Agreement.

2. The City reserves the right to cancel the Agreement with 30 calendar days advance notice, without penalty or obligation to the City, in the event the City in its sole discretion determine that the costs or other particulars relating to the conversion are not acceptable.

3. HOW WE CHOOSE

3.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 20% Experience, Proven Performance, and Qualifications
- 30% Service, Lists, and Analytics
- 10% FAQs and Support
- 25% Capacity of Offeror
- 15% Cost

3.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

3.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

3.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

3.5 ADDITIONAL INVESTIGATIONS: The City reserves the right to conduct any additional investigations necessary to evaluate the competence, financial stability, and overall qualifications of any Offeror. This may include, but is not limited to, reviewing past contract performance, verifying financial statements, and assessing the Offeror's ability to successfully fulfill the requirements of this solicitation.

3.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

3.7 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

4 NOTICE OF INTENT TO AWARD: Information about the recommended award for this solicitation will be posted here and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this RFP are public records available to any party interested in reviewing them.

5 FILING A PROTEST: Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:

- Be submitted in writing to the Finance Director no later than:
  - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
  - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
- Specifically identify the objection to the award;
- Provide the name, address, telephone number and email address of protestant;
- Include the identification of the solicitation or contract number;
- Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
- Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

By submitting a proposal, the Offeror acknowledges and agrees to abide by the City's procedures for bid protests and public record requests.

6 WITHDRAWAL OF PROPOSAL: Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online

bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

7 **OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

8 **COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

9 **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement Division employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

10 **PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be

considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

4 SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (7 questions)	
2. SERVICE, LISTS, AND ANALYTICS (10 questions)	
3. FAQs AND SUPPORT (9 questions)	
4. CAPACITY OF OFFER (17 questions)	
5.COMPLETED PRICING WORKBOOK	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	

• Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.	

5 SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.
https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx

Guide to Register as a new vendor:
https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service___v_s_s_ (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.

b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

4. QUESTIONS AND INQUIRIES

Any question related to this Request for Proposal must be submitted in writing to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. **Questions must be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

5. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

6. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

7. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate

licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

8. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

9. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

10. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

11. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

12. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

13. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: Standard Terms and Conditions

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. **ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. **ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.

4. **EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

5. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

6. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

7. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by

the individual signing the offer. No corrections will be permitted after the offers have been opened.

8. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

9. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.

10. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

11. **TERM** The term of the resultant contract shall be for a **one (1) year initial term**. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement.

12. **OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional **four (4) years renewable on an annual basis, but may not exceed a total term of 5 years,** unless a longer term is approved by the City Council. Bidder shall be notified in writing by the City Finance Director of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

13. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

14. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the

contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

15. **SAFETY DATA SHEETS (SDS)**. Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.

16. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

17. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

18. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Finance Director has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

19. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

20. **REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

21. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

22. **TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

23. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

24. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Finance Director prior to the institution of the change.

25. **PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

26. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

27. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Finance Director. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. Any protest must be submitted to the Finance director no later than: (i) seven (7) calendar days after the date upon which the protestor knew or should have known the basis of its objection; or (ii) 15 calendar days after notice of the intent to award has been issued by the Finance director, whichever is shorter. The notice of intent to award is posted on the City's Procurement Internet **here.** Untimely protests will not be considered.

28. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

29. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

30. **ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

31. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

32. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

33. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.

34. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out

of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

35. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

36. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

37. **VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City or has been suspended or debarred as provided in the City Code.

38. **FUND APPROPRIATION CONTINGENCY** The Contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

39. **NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

40. **NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

41. **PROHIBITIONS** · Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq,* that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

42. **IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

43. **CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

a. Establishing and maintaining records and documentation
b. Monitoring the contractor's performance
c. Handling issues and disputes
d. Exercising extension options
e. Initiating contract modifications
f. Initiating rebids or new solicitations

44. **FORCE MAJEURE**

a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or

negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

b. Force majeure shall not include the following circumstances:

i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

45. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

f. **Suspension and debarment policy (Sec.2-152. Code)**

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
  - Criminal offenses related to contract procurement or performance.
  - Violations of state or federal laws affecting business integrity.
  - Breach of contract or failure to perform.
  - Legal proceedings or investigations impacting responsibility as a contractor.
  - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.

C

EXHIBIT 3: SOLICITATION AGREEMENT

AGREEMENT FOR

City of Glendale Solicitation No.

This Agreement for ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and , an , authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.
(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
(2) The City must approve the designated Project Manager; and
(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.
(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation. 2 01/28/2025
(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.
(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
(2) Contractor will remain fully responsible for Sub-contractor's services.
(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.
3

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:
a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section. 3 01/28/2025

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties. 4 01/28/2025

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"): 5 01/28/2025

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and $2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor’s Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract. 6 01/28/2025

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall

cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13 Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

c/o

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o

Glendale, Arizona 85301
(623) 930-

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.
(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the

Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By:
Its: City Manager

ATTEST:

_____

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

,
an

_____

By:
Its:

EXHIBIT A

PROJECT

EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $.

DETAILED PROJECT COMPENSATION

Glendale ARIZONA	**City of Glendale** **Solicitation Number: RFP 25-55 / 42500067** **LIBRARY ELECTRONIC SERVICES AND RESOURCES** **RESPONSE WORKBOOK**	**CITY OF GLENDALE** **Procurement Division** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: Midwest Tape, LLC

OFFEROR ADDRESS: 1417 Timberwolf Drive, Holland, Ohio 43528

Glendale ARIZONA	**City of Glendale** **Solicitation Number: RFP 25-55 / 42500067** **LIBRARY ELECTRONIC SERVICES AND RESOURCES** **RESPONSE WORKBOOK**	**CITY OF GLENDALE** **Procurement Division** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

OFFER SHEET (Must be printed, signed and returned upon completion)
Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

04/07/2025
Date

Midwest Tape, LLC
Legal Company Name

__Sue Bascuk_____
Printed Name (Authorized Signatory)

__Vice President_____
Job Title

Offeror Certifies it is a (check only one): ☐ Proprietorship ☒ Partnership ☐ Corporation

sbascuk@midwesttapes.com_____
Email Address

__1417 Timberwolf Drive ___
Mailing Street Address

(800) 875-2785_____
Phone Number

___Holland, Ohio 43528_____
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

_Janet Timm, Sr. Bid/RFP Specialist 800-875-2785 BIDRFPinfo@midwesttapes.com
Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): __37-1499686

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☐ Yes, Number Tax Rate: **OR** ☒ No, not required to have an Arizona TPT License

ARIZONA CORPORATION COMMISSION (ACC) ENTITY ID: _____

CONFLICT OF INTEREST (SPECIAL NOTICES):
☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: ***By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.***

☒ **Exhibit 1 – Special Notices**

☒ **Exhibit 2 – RFP Standard Terms and Conditions**

☒ **Exhibit 3 – Insurance Requirements**

__Please see enclosed PDF/Signed copy_____
Authorized Signature - Print this form and sign above

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE, PROVEN PERFORMANCE, AND QUALIFICATIONS

1.1. Offeror shall describe the staff that would support fulfilling the scope of work requested within the RFP.

Midwest Tape's team is made of up of over 400 full-time employees that serve our over 10,000 libraries throughout North America. Glendale Public Library is supported for their digital content needs, by two main team members:

Jonah Carter - Account Executive. Jonah is new member with Midwest Tape and brings to our customers an enthusiastic, customer-centered sales support philosophy. He will provide on-site visits with your library staff to ensure that any issues are fully resolved throughout the agreement along with free training support, product developments and industry news. We value the feedback of our customers as it improves our goods and services. He can be reached at 800-875-2785 or by email - jcarter@midwesttape.com.

Your library is assigned a specific Hoopla Support Specialist – Arianna Cotton, providing direct support to your library staff for any questions or concerns that may arise throughout the term. Arianna is well-versed in the mechanics of the platform, title support, device support, budgetary questions, reporting support and on-going training. She can be reached Monday – Friday, 8:30 a.m. to 5:00 p.m. EST at 800-875-2785 or by email (acotton@midwesttape.com).

In the background supporting your library, are Hoopla's team of 8 Information Technologists – specific to the testing and advancements in logistics and the capabilities of both the fast changing mobile device and web browser experiences; our QA team consists of more than 25 team members spanning our digital and ecomm services; 7 Data Analysts – who oversee the data analytics of usage, budget controls and future advancements of the platform; 16 staff members who work daily to acquire with the ingestion of content to the Hoopla platform; 45 Marketing Staff providing support with marketing materials, staff engagement programs and patron engagement event set up, and 7 Supplemental Hoopla Support Specialist, including 2 Patron Support Specialists, who provide support to your staff and patrons each business day.

We are proud to say that we currently provide our Hoopla Digital service to your library and if chosen to continue and enhance our offering, the transition into a new agreement will be seamless.

1.2. Offeror shall describe current and past experiences similar in nature to the requirements of this RFP. Include information that documents successful and reliable experience in past performances. Similar experience in a public sector environment is desirable.

'Our mission with Hoopla is to help public libraries meet the needs of the mobile generation. We've worked for years to create a best-of-breed service that is fun, fast, easy to use, and reliable. Librarians and library cardholders have given Hoopla rave reviews and high praise. Our philosophy is to make all two million of our titles available without waiting; all titles are available for simultaneous use, which provides a superior user experience. Hoopla is the fastest growing digital service offered to public libraries and already has millions of successful transactions.' - Jeff Jankowski, founder and owner of hoopla digital.

Since hoopla digital's launch in 2013, the service's success has largely driven a digital shift and a new generation of cardholders looking to access dynamic content on-the-go, 24/7. hoopla digital is a direct reflection of this seasoned experience and knowledge and has evolved into a mobile centric service built to meet the needs of the modern library patron. We continue to stand committed to our mission of empowering the evolution of public libraries, innovating the power of experience, and arming patrons with cutting-edge, reliable mobile and online access to dynamic digital content.

Hoopla has grown three fold in the past nearly twelve years, with over 12.8 million registered users (189,854 new users each month). Hoopla digital's content catalog has expanded from 10,000 to more than two million titles (all formats) within twelve years' time. In the last year, we have seen our registered users increase by 100 percent and feedback to the service from library customers and patrons is overwhelmingly positive. hoopla Digital's category creating service, which launched with only ten library systems in 2013, now has partnerships with more 3,700 library systems globally.

Midwest Tape is proud to support a multitude of libraries and their digital needs ranging from large metropolitan library systems to local community libraries all of whom have access to our our vast digital content meeting the diverse needs of each community. Currently, we work with more than 20 library systems in Arizona such as Maricopa County, Phoenix Public, Yuma County, Scottsdale, Pinal County, Avondale, Forest Lakes, Holbrook and Navajo County to name a few.

We offer eBook and eAudiobook content from some of the biggest names in the publishing industry, such as HarperCollins, Tantor, Blackstone, Simon & Schuster, Oasis Audio, Hachette, Macmillan and Dreamscape to name a few.

Our eVideo content features studios such as RLJ Entertainment, Viacom, Miramax, PBS, Cinedigm, BBC America, Gravitas Ventures, MHz Networks, Dreamscape Media and Lionsgate.

Our eMusic content from top music studios - Alligator, E1, INgrooves, Smith Music Group, Twin Sisters, Universal Music and Warner Music.

We are constantly building our content library, and acquiring more digital titles daily. Our content team listens and works with our partner libraries to acquire content to support the specific needs being voiced by our partner libraries. In a single month, our content curation team adds an average of 20,000 new e-content titles to our ever-growing collection.

1.3. Offeror shall describe the firm's resources, capabilities, and the number of years in business.

Our digital service, just like our physical audiovisual offering, is tailored to the unique requirements of our library partners. Midwest Tape has been listening to and serving the needs of librarians for over 36 years, providing today's most popular audiovisual materials.

Our industry expertise and relationships with movie studios, music labels and publishers, has led to the development of a leading library digital media service featuring state-of-the-art streaming capabilities and a user-friendly design called Hoopla.

With the transactional content on the Hoopla service, libraries don't have to purchase the content upfront and there are no separate platform fees or service fees. Each library system controls their hoopla experience by determining which titles their patrons can borrow and how many titles a patron can borrow per month. Libraries will have access to an administrative dashboard to help manage their budget, reporting function and collection development support.

What is hoopla?

hoopla is the leading all-in-one digital library service in the US and Canada and now featured in Australia and New Zealand; featuring a collections of more than two million digital eBooks, Audiobooks, Comics, Movies, Music, and TV titles that libraries can make available to their patrons.

How does hoopla work for patrons?

Patrons gain access to hoopla by signing up for a free account with their email address and library card number either at www.hoopladigital.com or after downloading one of the free hoopla mobile apps.

How does hoopla work for libraries?

The digital content that is in the hoopla collection is available in two ways; via a transactional model, meaning as patrons borrow titles your library is charged a transactional fee for that content ranging from $0.00 to $3.99 per title. Flex Content - one user/one copy eBooks and Audiobook licenses are available to purchase, at the library's discretion, from our eCommerce site (www.midwesttape.com). Pricing of this Flex content varies by publisher.

We have also included in our proposal package, a Financials Summary to further support our company standing as a reputable vendor. (AttachmentA.)

1.4. Offer shall provide a brief summary of Services provided:

hoopla is the most robust all-in-one digital Library service that seamlessly integrates formats and licensing models into a single platform. Since the beginning, hoopla has been revolutionizing the digital Library experience for Librarians and their patrons.

hoopla proudly pioneered the Instant transactional model that gives patrons simultaneous access to a powerful collection of digital content. Now, hoopla is going further to integrate one-user one-copy titles that allow Libraries to offer patrons the newest and most expansive content. hoopla Instant still allows Libraries to pay only for the content members borrow and gives members immediate access to great content with no holds. Hoopla Flex lets libraries choose the exact titles they offer their patrons and continuously build their collection of perpetual and metered titles. It's the best of both worlds…and it's not just the next generation of hoopla, it's the next generation of digital collection development.

Hoopla Instant features:

- Simultaneous access to entire multi-format collection

- Only pay for what members borrow

- Maintain full control of your library budget with budget limits and managing the number of borrows offered to members

- Hoopla's analytics team can forecast usage

- Patrons experience no holds or wait lists

- Strong publisher and studio relationships that deliver Library-friendly costs per circulation

Hoopla Flex features:

- Your Library's collection of licensed perpetual or metered one-user one-copy titles

- No fees to transfer your existing one-user one-copy titles into hoopla

- Offer your patrons the newest titles

- Fulfil title requests and build a collection based on your patrons' interests

- Ease collection management with AutoCarts

- Unique Holds Relief functionality to control your budget and patron experience

- Collection tools to easily compare available licensing models

- Enhanced dashboard to track collection activity, manage holds and benchmark your library

hoopla Library Benefits:

- No platform fees—your entire budget is devoted to content

- Flexibility to adjust your patron policies like title requests, communication preferences, and much more

- Real-time reporting for full transparency of patron usage

- Full suite of tools and resources to maximize the reach of your budget and enhance patron engagement

- Dedicated exclusively to Public Libraries

- Best-in-Class free training and support

- Free Resources at every stage

Key features of the Hoopla service:

- 12,000,000 registered users (globally)

- 7 formats available – including eBooks, Audiobooks, Comics, Movies, Music and Television and eMagazines via our BingePass service

- Econtent offered from 350+ publishers/studios

- 5 License Types

- 20,000 new titles added each month, on average (across all formats)

Patron Benefits:

hoopla is intentionally designed with an intuitive user interface that is easy and that makes discovering new content fun. Patrons can easily browse by format, or search for the exact title, author, or series they love.

From the patron's perspective; we wanted to make it simple, minimizing the number of clicks; therefore, a patron simply downloads the free app from their favorite app store and enters their email and library card information. The patron logs in one time to authenticate their membership with their Library card, browse and borrow. It is that easy for your patrons to have access to your library's digital content service.

There are no other special software or hardware needed to connect with hoopla either by mobile device or by web browser.

We carefully prioritized development of our digital platform around the popularity of today's devices and our ability to deliver a great user experience.

With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

1.5. Offeror shall provide examples of each of the items for evaluation purposes.

The evaluation team is welcome to discover and explore Hoopla and our incredible collection of titles by utilizing our Press Pass option with the following logins on your personal devices (after downloading our free app from the App store or Google Play) or PC (www.hoopladigital.com):

User 1: glendalepubliclibraryRFP1@hoopladigital.com

User 2:glendalepubliclibraryRFP2@hoopladigital.com

User 3: glendalepubliclibraryRFP3@hoopladigital.com

User 4: glendalepubliclibraryRFP4@hoopladigital.com

User 5: glendalepubliclibraryRFP5@hoopladigital.com

User 6: glendalepubliclibraryRFP6@hoopladigital.com

User 7: glendalepubliclibraryRFP7@hoopladigital.com

User 8: glendalepubliclibraryRFP8@hoopladigital.com

User 9: glendalepubliclibraryRFP9@hoopladigital.com

User 10: glendalepubliclibraryRFP10@hoopladigital.com

Should you require additional logins, we'd be happy to accommodate as each login is unique. Please feel free to contact our Bid Specialists, at 800-875-2785 (BIDRFPinfo@midwesttape.com) for a quick response.

1.6. Please attach separately in proposal for evaluation.

a. Marketing Materials

Please see Exhibit 1 for sample, library-integrated Marketing Materials.

b. Training Materials

Please note that all training is conducted via electronic meeting methods with your library assigned Hoopla Support Specialist. Initially, this coordinator will reach out to the library in what is referred to as an On Boarding Session. We schedule a 30-45 minute Onboarding Virtual Meeting through Microsoft Teams. During this call, we review the following topics with your library's digital team:

- **Confirm your library's budget and settings**
- **Your library's digital strategy**
- **Marketing and outreach**
- **MARC records and turning on hoopla Engage**
- **Briefly review reports on the Midwest Tape Dashboard**

We provide guidance through the Hoopla Resource Center (https://resources.hoopladigital.com/marketing-outreach/patron-tutorial-videos/?CountryCode=US&CountryName=UNITED%20STATES) covering the patron experience and we discuss all the reports in the dashboard that we offer within on the Midwest Tape eCommerce site.

c. Sample Reports

Please see Exhibit 2 & 3 as sample, exported reports based on the usage of your library's hoopla service. These are samples only of today's most popular reports found on your library-specific hoopla Dashboard. There are a multititude of reports available, electronically, within the Dashboard.

The hoopla dashboard was created by the librarian, for the librarian. The dashboard offers an in-depth, fully customizable look at user trends and how materials are borrowed and data reflecting their own hoopla offering. It is linked directly into our Midwest Tape eCommerce site. Once logged in, your staff has access to five tabs (Reports, Financial, Titles, Collections, and Settings).

The dashboard helps your staff find the data that is important and those they serve, in the manner that works best within their busy daily schedule. Reports include, but not limited to New Patron Reporting, Patron Borrowing Report, Patrons and Borrows Report, Overall Circulations Report, Circulations by Format, Circulations by Category, Trending Titles, Unique Titles Borrowed, Instant Budget Summary, Budget Cap Blocks, Patron Finder, Blocked Titles Report and Invoices/Statements.

The reporting tools are the most used and praised area of the administrative site. It has a drive-like feel and allows the library to be in control and see its value to their communities. This information is updated in real time for the most accurate picture of your budget right at their fingertips. A multitude of reports can be created both within our site and can be exported to excel. More detailed, specialized reports can be provided by contacting your hoopla coordinator at any time. These include annual analysis of your library hoopla performance and budget projections.

Annually we will meet with your library to conduct an Annual Review. This comprehensive review will feature information on the value Hoopla has brought to the community and look forward to the next FY and how to plan your digital budget.

d. Sample MARC record, if applicable.

Please see Exhibits 4 (Instant content record sample) & 5 (Flex content record sample).

1.7. Offeror shall describe how their product is different than their competitors.

We believe libraries and patrons deserve the best experience at the best value.

Read, listen and watch in one platform:

hoopla seamlessly integrates audiobooks, eBooks, comics and manga, music, movies, TV shows, and more with BingePass into a single, easy-to-use platform. This makes it much easier to manage the collection and, more importantly, the budget. With no ads or waiting, patrons have access to more than 2 million titles always available in the hoopla Instant collection, including content in 121 world languages, more than 320,000 juvenile titles, and an unmatched variety of publishers. Combined with your library's hoopla Flex audiobooks and eBooks collection, there's content for every interest and lifestyle.

No platform, subscription, or transfer fees:

We believe library budgets are for collection building. Your dedicated hoopla support team will be happy to help transfer your legacy one copy/one user digital collections to help maximize their discovery and usage.

Discoverability:

Incorporating hoopla records into your online catalog increases discoverability and meets your patrons where they are, while allowing you to leverage your complete library collection, making it easier for staff and patrons to find what they are looking for. Loading records also promotes diversity, equity, and inclusion by increasing visibility to hoopla's extensive collection of 355,000+ DEI titles available across topics like gender, religion, mental health, race, and LGBTQIA+.

Catalog permanency:

With 73% of digital licenses being metered, libraries face decisions on repurchasing licenses. hoopla's pay per use model keeps titles available, ensuring a 100% return on investment. Each dollar spent goes toward content that a patron has checked out and can enjoy immediately. Most titles (99% of the hoopla Instant catalog) remain accessible over time, preventing backlist titles from going out of print and continuously growing the digital catalog. This model ensures that libraries only pay for what patrons borrow, maximizing the value of their investment.

Data & Reporting Transparency:

hoopla is also very transparent regarding data and reporting. Collection managers are given the ability to track the true value of licenses and actual cost per circ based on real borrows. Finally, having all resources on one platform makes it easier to manage your budget between one copy/one user and pay per use.

Advocacy:

When our founder John Eldred began selling VHS tapes from his successful video store to libraries in 1989, the first librarian he visited became a valued mentor, teaching him about the unique needs of libraries. With that knowledge, John soon evolved his store into the family-owned Midwest Tape. Now, 36 years later, Midwest Tape and hoopla have become trusted library partners, advocating for fair pricing and helping to provide communities with equitable access to content.

hoopla BingePass:

This collection allows patrons to stream entire collections and popular platforms for seven days with just one borrow without additional subscription fees. Libraries pay ONLY for the BingePass borrow—all subsequent circs within the BingePass are free. The BingePass lineup includes Hallmark movies, digital magazines, puzzles, music lessons, eBooks for kids, video courses, and so much more.

hoopla's App:

Our app experience is among the very best in the library or consumer space, scoring 4.8 stars in the Apple Store iOS and 4.7 stars in the Google Play store, while earning more than 1 million reviews.

Resource Center:

Hoopla's Resource Center helps your library support patron engagement with easy-to-use supplemental marketing materials designed to make your outreach efforts easier. Get curated collections with supporting assets, the hoopla launch kit to get your staff and patrons ready and excited to engage with hoopla, an editorial calendar to simplify your planning and promotional activities by building timely campaigns based on holidays and themes, and print-ready and digital resources such as social media and web assets, flyers, handout cards, and bookmarks.

Hoopla Hub:

The Hoopla Hub (https://library.hoopladigital.com/hoopla-hub/) is a dedicated space for librarians seeking insights and updates on Hoopla Digital's evolving catalog and resources. Here, librarians can explore articles about new content additions, BingePass releases, seasonal collections, and platform features designed to enhance user experience. With regular updates, the Hoopla Hub ensures librarians stay informed on the latest offerings, empowering them to recommend engaging, relevant content to their communities.

A key focus of the Hoopla Hub is helping libraries manage budgets while maximizing digital access. You'll find valuable tools and strategies for cost management, ensuring libraries can provide extensive digital content without overspending.

hoopla's Bonus Borrows:

This program allows patrons to choose from a curated selection of TV shows, movies, comics and manga, eBooks, and audiobooks the last seven days of each month without using their monthly borrows. These borrows are at no cost to the library and lower your cost per circulation while helping improve patron satisfaction.

Collection Tools:

Our tools make it easy for libraries to choose the best content options for their community. As the publishing industry evolves, there isn't a one-size-fits solution for licensing digital content. Our side-by-side collection tools allow libraries to select the licensing model that will drive the most value for their patrons, from metered and perpetual use one copy/one user hoopla Flex eBooks to always-available pay per use hoopla Instant titles with no upfront investment.

Customer Support:

Our customer support is second to none. We provide libraries with collection, training, and marketing support that helps enhance the overall experience for their patrons.

2. SERVICE, LISTS, AND ANALYTICS

2.1. Offeror shall describe their inventory of items or services.

As of this date hoopla has 2 million titles available. This includes 990,00+ ebooks; 290,700+ audio book titles; 28,300+ movie titles; 481,900+ full length music albums; 33,500+ comics (including Manga)

and 56,000+ TV episodes. Currently, hoopla has over 350 different studios, networks, labels and publishers supplying digital content with more being added daily.

hoopla is a pure lending model; movies & television circulate for 48 - 72 hours (2-3 days) from the time the patron hits borrow, likewise music circulates for 7 days and audio books circulate for 21 days. Similar to physical circulation at a library, a patron cannot keep any item, in fact, hoopla will auto return each item upon its expiration date. The user is offered an option of streaming the content or the more popular method of downloading the content into the app for easy viewing and listening without an internet connection or the use of data plan minutes.

The evaluation committee is welcome to explore our content using the provided press pass access noted in section 1.1 above to explore the content available for both our Instant and Flex collections. Our team stands ready to assist with any guided tour of the platform and the Administrative Dashboard.

2.2. How often is the Offeror's system updated?

Any scheduled app or website maintenance is conducted during off-peak hours (2:00 a.m. – 4:00 a.m. EST) so as to minimize any impact on our library partners and their patrons. Any upgrades to the Apps are scheduled through Apple, Google and Amazon per the standard protocols followed by all App providers. The updates are launched during regular device updates and your patrons are notified via their device when updates are scheduled.

Should the hoopla app or website be offline for any reason during standard hours, your hoopla Coordinator will provide notification via email to your library-assigned hoopla Support Specialist.

Our company employs on-site programming and technology personnel that monitor the hoopla Digital Platform from our U.S. based location 24/7. Any outage that may occur is recorded by our developers. In the last three years hoopla digital's service has had an overall up time of 99.9992%.

2.3. Offeror shall describe the process for selecting and ordering content, include a detailed description of available selection tools including review sources, selection lists and cart services.

We believe there are many benefits to be had from a unified patron experience. Rather than comb through all the different platforms that a library has, the patron can view one simple interface and see all the digital content available for that title from their library. This lets the

library serve the models they want to serve without driving false holds for a title that a patron is going to go find elsewhere.

As digital titles become more important to library patrons, it is imperative that libraries have a digital partner that not only offers depth of content, but that also offers content in a pricing model which makes sense from many angles.

There are five different purchase models available to your library through hoopla:

- An Instant borrow license is a pay per use license. Content is instantly available for simultaneous use with no holds or waiting time. Content can be borrowed by an unlimited number of patrons at the same time. This type of license is charged to your library as patrons borrow content and is therefore a transactional license. The only limits are those placed by the library through budget constraints and/or policy limits.

- All Flex licenses are one copy/one user; there is no simultaneous use. Content can only be borrowed by one patron at a time. If your library wishes to allow more than one patron to simultaneously borrow a Flex title, a separate license must be purchased for each.

- A time-metered Flex license provides an unlimited number of circulations within a defined number of months. Once the defined number of months' threshold is met, the license expires.

- A circulation-based Flex license provides an unlimited time in which a defined number of circulations are available. Once the defined number of circulations threshold is met, the license expires.

- A purchased Flex license that incorporates the features of both the time-metered and circulation-based licenses expires as soon as the conditions of one of the two are met, whichever comes first.The title information provides the user with a title synopsis, links to other/similar titles they may be interested in, reviews and links to similar authors/artists.

Updated throughout the business day, our e-commerce website (www.midwesttape.com) is the main point of purchase for all physical and digital audiovisual materials. The site brings together collections of today's trending and top-selling titles; pre-release collections; and collections featuring adult, young adult, and children's titles. Scrolling carousel banners are updated continuously to promote these collections.

Whether it's one copy/one user hoopla Flex or always-available simultaneous-use hoopla Instant, we bring flexibility to the librarian to

build the collection that's best for their library and their patrons. It's always important to note that 75% of one copy/one user titles are available instantly on hoopla.

Regardless of how a website user searches for or adds a licensed Flex title to a shopping cart, they are presented with a summary of each title. This information includes but is not limited to the following: rating, publisher/studio, production year, sales ranking, release year, length (hours for film/minutes for audio), languages, country, genre, category description (e.g. action/adventure, fiction/non-fiction, etc.), director, author, reader, actors/actresses, synopsis, and review sources. We also feature ISBN (where applicable), UPC, publisher number, OCLC number, and price.

We add new content to the hoopla Instant service daily but provide libraries with tools to manage the Instant catalog: if they choose not to offer a specific title, they can review and suppress that title. We also curate banner carousel collections of featured, popular, and trending titles for ease of browsing.

Additional collection options are offered to library staff through an administrative eCommerce website with the options of viewing pre-designed hoopla collections or private (library-generated) collections. Our pre-designed collections, curated by our content team, address some of today's most timely and topical subjects such as social injustice, at-home learning, holidays, and summer reading.

Private collections are collections created and maintained by the library. These can include anything from titles of local interest to seasonal titles to other content you wish to promote to your patrons. These collections can conveniently be turned on and off. hoopla also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the most relevant content in their area of interest or discover new areas of interest.

Our team can support any specialized collection development needs with our free collection development services.

Other Collection Support:

Digital myCARTS help save time while ensuring your library never misses an important hoopla Flex audiobook or eBook title. This program automates cart creation using your library's pre-defined curation criteria, as well as patron demand from holds, requests, and checkouts. Titles are placed in a cart that can be reviewed or in an order that is submitted automatically. The library can set the frequency, spending

limits, and approval processes of the cart generation, all of which can be updated at any time.

The Club: Every quarter, our book team spotlights a collection of titles suggested for the library- and patron-run book clubs. We rely on library feedback to determine our selections, each of which features special pricing and is available instantly either as an eBook, audiobook, or both.

"Coming Soon" Email: Libraries can subscribe to receive these monthly emails to browse titles coming off embargo and other popular releases available on street date. This information about titles arriving on Instant can be helpful with license purchase decisions and holds management.

Digital Assessment: This assessment is helpful for libraries that offer both hoopla and Libby. The assessment flags title duplication over the two services and tracks utilization of purchased licenses.

Diverse and Comprehensive Collections: hoopla provides access to diverse collections, including over 350,000 DEI titles, 121 world languages, and one of the largest available collections of juvenile literature. This empowers libraries to meet the evolving needs of their communities, offering a rich and varied digital collection.

2.4. Offeror shall describe any analytics used in selection lists or title rankings, if applicable.

We continuously build our content library and acquire more digital content every day with an average of 20,000 added each month. Our content team listens to—and works with—our partner libraries to acquire content that supports the specific needs being voiced by our partner libraries.

Selection is performed by our content team. With more than 25 years of combined library content curation expertise, the team is made up of individuals who specialize in media types (including audiobooks, eBooks, comics and manga, music, movies, and TV) and work closely with vendors. When making selections, the team looks to historical digital sales, review sources, and bestseller lists and rankings, along with marketing and publicity information from vendors.

Collections can be created by your library and can include anything from titles of local interest to seasonal titles to other content you wish to promote to your patrons. Once your staff creates a collection, they can view and search for titles to add within the collection as they see fit. Collections can be hidden as needed; they will remain within the administrative portal for future use.

Librarians are also able to use existing collections curated by our collection experts. Collection support is provided free of charge along with the platform's many reporting functions.

Not only does hoopla allow your library to build custom collections for your patrons, but it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest or discover new areas of interest. Additional collection options are offered to your library staff through an administrative website (www.midwesttape.com) and offers the options of viewing pre-designed hoopla collections or library generated (private) collections.

Every title on hoopla, whether discovered by patrons on the app or your selectors on the Midwest Tape website, features a robust synopsis including artwork, title availability (Flex vs Instant), title summary, reviews, ratings, page count (eBooks), hours (Audiobooks), publisher, published year, and multiple hyperlinks to collections of similar genre, author, artists and series.

Patrons can easily view our collections—including those focused on recommended, featured, and popular titles—on the main format page of both the app and web browser. Scrolling feature panels (carousels) provide information about special collections that can be accessed to reveal all titles associated with the panel.

Not only does hoopla allow your staff to build custom collections for its patrons, but it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest or discover new areas of interest.

Developed to enable users to quickly locate a variety of titles, hoopla's robust search tool feature allows users to organize their search results by media type, subject, title, artist, author, publisher, or studio, offering a quick, reliable means for searching and borrowing one of hoopla's millions of titles.

Additionally, hoopla recommends genres and titles to patrons based on the titles they borrow. The patron can adjust their experience by setting their recommendations in the Edit your Recommendations Setting tool on the web version of hoopla. Once there, the patron selects genres they are interested in. They can further customize by favorite authors or series. Audiobook preview options are on our future hoopla development Road Map.

2.5. Offeror shall describe their ability to for Library staff to electronically build and transfer/share carts on Offeror's website. Offeror will need to provide trial accounts to test ordering software and cart system.

We create an environment of adventure for patrons of all ages with unparalleled content choices designed to surprise; and, we make the journey easy and enjoyable. Beyond this, we also help in the development of library staff by sharing knowledge and skills they then can pass on to patrons-ensuring a positive library experience for everyone. We, like you, want to see the library at the heart of the community. We can help to enable this goal by building library relevance in the mind of the community during these ever-changing digital times.

The main page of hoopla features a number of scrolling collections based on the format selected by the user. These collections represent the top trending titles on hoopla and are categorized by featured, popular, newly added and recommended.

Librarians are also able to use existing collections curated by our collection experts. Collection support is provided free of charge along with the platform's many reporting functions.

Not only does hoopla allow your library to build custom collections for your patrons, but it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest or discover new areas of interest. Additional collection options are offered to your library staff through an administrative website (www.midwesttape.com) and offers the options of viewing pre-designed hoopla collections or library generated (private) collections.

2.6. Offeror shall describe staff access and services, including statistics retrieval, provided to the Offeror's system.

The library is provided an administrative portal or otherwise called a 'dashboard'. This library administrative portal (www.midwesttape.com) is provided free of charge to the library and features both administrative and reporting components.

Administrative tools feature component content controls, collection development tools, special settings, reports and policy implementation.

Reporting tools feature a multitude of options such as daily registrations, daily active patrons, retention rates, circulation and spending, average costs per circulation, budget expenditure, number of unique titles, list of top titles borrowed and much more. The reporting tools are the most

used and praised area of the administrative site. It has a drive-like feel and allows the library to be in control. This information is updated in real-time for the most accurate picture of your budget. A multitude of reports can be created both within our site and can be exported to excel. More detailed reports (such as Annual Reporting) can be provided by contacting your hoopla Support Specialist at any time.

The hoopla dashboard was created by the librarian, for the librarian. The Dashboard offers an in-depth, fully customizable look at user trends and how materials are borrowed. The dashboard helps your staff find the data that is important and those they serve, in the manner that works best within their busy daily schedule. Each area of the dashboard can be viewed in a customizable report and exported as needed. As always, our team stands ready to assist with any type of reporting needed by your library team.

Some of our most popular reports are New Patrons and the Patrons Borrowing options. As their titles indicate, your library will have full visibility on how many new patrons are acquired through the use of hoopla alongside data that shows what is being borrowed (titles, formats, etc.)

Circulations – a key component to see how hoopla is serving the needs of your patrons. What are patrons borrowing and when they are borrowing content. As with our other data, this report can be exported for any discussions as your libraries forecast for future budgets.

The Unique Titles Borrowed report has been found to be of great value to our libraries and was instituted based on feedback from our library partners. This provides an even more in-depth view of what patrons are viewing or listening to.

These two reports are just a quick glimpse of a few of the many reporting tools offered on the administrative dashboard to help provide your member library with an overview of usage by patrons. Alongside these valuable reports are even more in depth financial tools such as Budget Planning and Financial Documents all within a single dashboard.

Quarterly, bi-annual or yearly reports can be created by our team of data analysts at any time and is provided free. This data is discussed with your library through your assigned Account Manager – Jonah Carter on a schedule that best meets the needs of your Administrative Staff to ensure budget maintenance and satisfaction of our platform.

Transparency is key to making good fiscal decisions and our analytics team provides that information on a daily basis. Midwest Tape provides

five full-time analysts who monitor the hoopla platform and how it is trending for our libraries usage.

Providing to each of our hoopla partner libraries is a single point of contact also assists in monitoring the library's budget on hoopla. Your library is assigned Arianna Cotton. She provides daily support to your library staff and guides your library through our valuable digital service.

We can provide analytics to forecast expenditures on hoopla for future budget discussions. Our current hoopla partners have come to appreciate this data as a tool to help budget for their next fiscal years. The data is provided as a guide and is not exact to what they will spend, but a tool to provide potential spending in this digital service.

2.7. Offeror shall describe end user access and services provided to the Offeror's system.

The patron simply downloads the free app from either the App Store (iOS users) or Google Play (Android users) alogn with Amazon Apps and enters their email and library card information (only one time entry of this data). There are no other special software or hardware needed to connect with hoopla either by mobile device or by web browser.

Glendale Public Library patrons follow three easy steps to begin using hoopla:

1. Download the app or go to www.hoopladigital.com

2. Log-in with their library card.

3. Browse, borrow, and enjoy all of our e-content titles.

Your patrons only log in once. If your library uses PIN numbers along with your library card numbers, the sign-up process asks for that number only one time.

The hoopla digital platform can be searched by Title, Author, Publisher/Label/Studio, Subject, Genre, Age Level, Pub date and Formats, etc. hoopla's robust search tools and browsing capabilities make content discovery engaging for staff and patrons, with the vision being similar to our dynamic Midwest Tape web site. Developed to enable staff and patrons to quickly locate a variety of titles, the comprehensive search feature allows users to organize their search results by media type, subject, title, author or publisher, offering a quick, reliable means for searching and securing one of hoopla's thousands of titles.

Methods of Searching on hoopla: hoopla has two different, yet similar ways to find content. As with today's popular retail mobile device apps and websites, when a person is looking for a specific item or title, they use the Search feature. This allows your patron to search specifically by title or a combination of known information such as director, topic, author, and artist. Search is best used when the user has a general idea of the title or topic they're looking for. Hoopla's search engine will pull up any content related to what is searched for, and display it by type, so your patron can discover something they didn't even know existed.

The Second Search option is that the user can then choose one of the options or click on the EVERYTHING option next to the search field providing the user an option to drill down the search to a specific format, author/person/category/publisher/series.

Clicking on the title, it opens up to provide the user more information and the option to Borrow the title, if they so choose at that moment, or the user can click on the image to find even more information about the title itself. Numerous bubble links and hyper-links are available to lead the user to explore other related titles, authors and/or related categories.

Your patrons can either stream the title with a Wi-Fi connection both on a web browser or their personal device. We offer an optional downloading method in which your patrons can choose to download the title but it remains in the app itself (on mobile devices only) and is not maintained on the patron's personal device memory. It is simply downloaded temporarily while they enjoy it for the loan period. This is an option that best meets the needs of your patron as they don't utilize their own personal data time when wanting to view or listen to their title. The downloaded title is held within their device until it is ready to be returned or is automatically returned after the borrow limit is over.

The title information provides the user with a title synopsis, links to other/similar titles they may be interested in, reviews and links to similar authors/artists.

Browsing Method on hoopla: Browse is a little different, and doesn't require any sort of search input. Here, your patron finds content categorized by format, by Recommended, Featured and Popular. A scrolling upper banner highlights collections that might be of interest to the user such as Genre, New & Notable, Top Titles, Just Added and special collections. Featured content are titles hoopla has selected, that might be of interest. Just Added are new titles to hoopla, regardless of release date. Top Titles are the top titles being viewed across all hoopla users and Categories is where your patron could select a particular type

of content, such as a comedy, romance, history and many more.

Browsing by Recommended, Featured, Popular and Categories for all formats offered and filtering opens up options to further refine the collection with further filtering options.

Think of Browsing like you would looking at a retail website or app. You are simply 'window-shopping'. You want to explore what the store has to offer. Hoopla works the same way. Your patrons can simply Browse and explore what is offered.

Another great search/browse feature on hoopla is our Kids Mode. Kids Mode is a multi-format, digital media experience designed especially for kids (up to age 12). All of the content has been curated and brought together in this one family-friendly place. Simply visit your 'Settings" and your patron flips the toggle to put hoopla into Kids Mode on your device. This only affects the device and not the overall patron account.

2.8. Offeror shall describe the process for end users to borrow, download, or stream content. Describe the software, apps, or browsers required.

With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

Patrons download the free hoopla mobile app from the Google Play Store, Apple App Store, or the Amazon Appstore, then log in using their email address and password. The app keeps users logged in, eliminating the need to repeat this process.

PC users can directly access the service at hoopladigital.com.

hoopla also offers the ability to play video and audio on many smart TVs, including Apple TV, Android TV, Fire TV, Roku, and Chromecast, and provides audio compatibility with Apple CarPlay and Android Auto.

While it is recommended to use the latest versions of device operating systems and the hoopla app, hoopla is compatible with:

- Windows 7 and above
- Recent versions of Microsoft Edge, Google Chrome, Safari, and Firefox on Windows and Mac operating systems (MacOS 11 and above)
- iOS 16 and above
- Android 7.1 and above
- Apple TV 4th and 5th gen devices, and AirPlay on 2nd, 3rd, 4th, and 5th gen devices
- All Android TVs
- Fire OS 6 and above
- Roku devices running 7.8 and above
- Most Chromebooks
- Casting to 1st and 2nd gen Chromecasts, including Chromecast Ultra and smart TVs with Chromecast built in

• Apple Car Play and Android Auto (along with the support of Bluetooth playback in most modern vehicles)

A full list of our supported devices can be found at hoopladigital.com/help.

From the patron's perspective; we wanted to make it simple, minimizing the number of clicks; therefore, a patron simply downloads the app, logs in one time to authenticate their membership with their Library card, browse and borrow.

hoopla has two different, yet similar ways to find content. As with today's popular retail mobile device apps and websites, when a person is looking for a specific item or title, they use the Search feature. This allows your patron to search specifically by title or a combination of known information such as director, topic, author, and artist. Search is best used when the user has a general idea of the title or topic they're looking for. hoopla's search engine will pull up any content related to what is searched for, and display it by type, so your patron can discover something they didn't even know existed.

The Second Search option is that the user can then choose one of the options or click on the EVERYTHING option next to the search field providing the user an option to drill down the search to a specific format, author/person/category/publisher/series.

Clicking on the title, it opens up to provide the user more information and the option to Borrow the title, if they so choose at that moment, or the user can click on the image to find even more information about the title itself. Numerous bubble links and hyper-links are available to lead the user to explore other related titles, authors and/or related categories.

The user has the option to stream the content or download it into the app for easy viewing and listening without an internet connection or the use of data. Like physical circulation at a library, a patron cannot keep any item—hoopla will auto return each item upon its expiration date (regardless of download status).

2.9. If applicable, Offeror shall describe how individual users will have the ability to save, organize, and check in/out content.

hoopla's robust search tools and browsing capabilities make content discovery engaging for staff and patrons, with the vision being similar to our dynamic Midwest Tape web site. Developed to enable staff and patrons to quickly locate a variety of titles, the comprehensive search feature allows users to organize their search results by subject, title,

author, actor, artist, or studio, offering a quick, reliable means for searching and securing one of hoopla's thousands of titles.

With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.) Once your patron has found something of interest, they simply tap/click on "borrow" and the title will be added to their "My Titles". On the hoopla app, if the user finds a title they want to borrow later, they simply click on the "Heart" icon on the titles description. If using hoopla on the web, a button that says "Add to Favorites" is available. From there the user can go back later to "My Titles", tap on favorites and borrow those titles from there without having to search and find them again. Playability is available instantly.

2.10. Offeror shall explain if they have API integration, and, if so, how their API supports seamless integration with existing library systems, and what specific functionalities are provided to ensure the accurate synchronization and retrieval of library records.

Hoopla Digital does not presently have an available API connector with PowerPAC. There is an available automatic syncing of all available Hoopla content with the discovery layers of Aspen Discovery, BiblioCore, and Vega.

3. FAQS AND SUPPORT

3.1. Offeror shall describe the online help services available for the ordering database such as tutorials, help screens, FAQ's and training videos.

Our libraries have come to expect the best in customer care from Midwest Tape. Responsiveness is the key to a valued business-library partnership. All hoopla customer support is provided free of charge for both patrons and library staff.

We want patrons to continue to recognize that hoopla is a service of the Glendale Public Library. Patrons are asked to first reach out to your library staff—who are thoroughly trained by the Midwest Tape team—for support. However, we provide further patron support via email at info@midwesttapes.com as well as through the Submit Feedback function on the mobile app and the Contact Us function on the hoopla website.

FAQs are accessible for patrons to easily identify and resolve common problems and are updated as the hoopla platform expands with new formats or services. These are found at the bottom of the hoopla website (Patron Support – FAQs). In the hoopla app, this information can be found in the

settings by tapping the (?) icon and accessing the information in the General and View hoopla Tutorials sections. Here, patrons can learn about Kids Mode, title requests, Instant borrows and much, much more.

If the FAQs do not answer the patron's question, the patron can reach out to us. Our support team may respond with additional questions to help understand the problem. If the issue cannot be resolved in a single outreach, our support team will provide an update within 24 hours, with a typical resolution time of no more than 48 hours.

Library staff receives technical support during normal business hours (Monday-Friday, 8:30 a.m. - 5 p.m. EST).

3.2. Offeror shall describe the support and problem resolution.

Our libraries have come to expect the best in customer care from Midwest Tape. Responsiveness is the key to a valued business-library partnership. All hoopla customer support is provided free of charge for both patrons and library staff.

The hoopla team prides itself on setting the standard for Library support. From the onboarding process to day-to-day management, to incorporating feedback for future enhancements—we view hoopla Libraries as our partners. And we know the needs of each Library are just as unique as the communities they serve. Therefore, we customize every touchpoint to your Library's needs and provide you with an assigned support team who is always ready to assist.

All customer support is provided free of charge. Your library-assigned Hoopla Customer Support contact, Arianna Cotton, is available during normal business hours (Monday – Friday, 8:30 a.m. – 5:00 p.m. EST). She can also be reached by email – acotton@midwesttape.com. All issues are resolved in a single phone call or within one business day.

3.3. Offeror shall describe any patron facing help services and support available. Offeror will need to provide sample patron help documentation and public-facing FAQs with proposal, if applicable.

At hoopla digital, we place a tremendous value on the quality of the patron experience, which is why we have a Patron Support Team as a resource for the millions of hoopla patrons borrowing each month.

There are two easy ways for patrons to get assistance:

While playing a title: at the bottom of each title page on the hoopla mobile app or within each content player on the hoopla website, there is a special link or icon where they can report an issue or ask a question.

(This is the best way to report a possible playback issue.)

Please note that questions listed are specific to the format the user is associating the issue and if none of the questions will address the issue, the user can then provide additional information that comes through our info@hoopladigital.com system. Our support team will provide a response and possibly ask additional questions to help understand the problem. If the issue cannot be resolved in a single outreach, our support team will provide an answer within 24 hours.

Using 'Submit Feedback': At the bottom of the www.hoopladigital.com website is a 'Submit Feedback' link that can be used to start a support ticket. On your mobile device, this feature is found by pressing the help icons, (!) or (?) under Settings. This is the best way to contact hoopla about a login or registration issue or even to make suggestions for a new feature you would like to see added to hoopla.

3.4. Offeror shall describe and provide examples of any patron facing marketing to end user.

In addition to building public awareness outside of the library branches, hoopla also provides proven free marketing (including co-branding with library logo integration) and educational materials for use in promoting the offering within the library's walls. Point-of-display materials are employed to help build awareness, circulation, and advocacy among existing members of the library, one of your most important allies in promoting usage to friends, family members, and the community. Included in these marketing materials are:

- Sign-up cards

- Bookmarks

- Support handouts

- Media labels for DVD cases

Printable marketing materials—as well as downloadable assets for your social media, website, or email newsletters—can be found in the hoopla Resource Center at www.resources.hoopladigital.com.

Our marketing team can provide free co-branding of printed materials that feature your library's specialized hoopla collections. These marketing materials can be provided to your staff for display within the library (shelf talkers, posters, bookmarks, etc.) to highlight the features and digital content offered to your patrons - free of charge. These themed materials are built around programmatic campaigns including,

but not limited to, Diversity of Community, Summer Reading and Holidays. With each campaign, a suite of digital messaging assets is available to download at https://resources.hoopladigital.com including banners and advertising for social media along with printable flyers and in-library digital checkout signage.

The https://resources.hoopladigital.com site also includes a forward-looking editorial calendar that shows which collections will be featured on hoopla as well as the digital assets that are available for many of these collections for your library to leverage in your own digital marketing and activation. Your library staff also has access via the Resource site to watch and download videos and other materials to assist in their efforts in training around how to use hoopla, including materials on different technical and accessibility features.

Custom collection and campaign support is also available by reaching out to your hoopla coordinator. We leverage our team of talented content experts and library-dedicated graphic designers and copywriters to create hundreds of free custom library collections and campaigns each year that are tailored to the unique programming and community needs of our hoopla partner libraries.

Samples of some of our Marketing materials have been provided as Exhibit 1.

3.5. Offeror shall describe how they will coordinate with relevant staff in the development and ongoing management of all required interfaces and new product implementations.

Providing to each of our hoopla partner libraries is a single point of contact also assists in monitoring the library's budget, management of the hoopla interface along with platform developments. Your library will be assigned Arianna Cotton. She will provide daily support to your library staff and will guide your library through a thorough on-boarding process to ensure a smooth launch for our valuable digital service along with on-going support as hoopla advances its offering.

Please note that each new hoopla partner is provided a thorough on-boarding process to ensure that the launch is meeting the expectations of your library team. The following are termed as hoopla Onboarding Milestones and is a standard on-boarding schedule. We work with each library to determine the timeframe needed for a successful launch. (Please note that Glendale Public Library is a current hoopla partner and many of these steps have been completed. Ongoing support and follow up is now provided to your library. However, as you may have new team members added to your library, these basic steps can be reiterated at any time.)

1. Initiation – Contract signed and Kickoff survey is completed by the library staff.

2. Authentication – specification set up and completion of testing (week 1)

3. Strategy Call – identifying success and sharing key metrics (week 2)

4. Launch Meeting – Walk-through of key functions for cross functional success: Selections, Programming, Finance (Week 3)

5. Staff Training – Walk-through of patron-view of hoopla and commonly asked questions. (Week 4).

6. "All Systems Go" – confirm everything is in place for go-live including any promotional or public relations assets. (Week 5).

7. Launch of hoopla!

Following Up and Support:

1. Post – Launch Check in – your hoopla coordinator will be in touch within a few days' launch of hoopla to address any questions, listen to how patrons are adoption the new platform and provide additional support where needed.

2. One month following launch – your hoopla coordinator follows up with your library ensuring strategy is working as expected.

3.Six months following launch – Activation Review – Check in on adoption and training needs.

4. One year following launch – Annual Review – Review the year's data analytics and plan for future growth.

We offer both on-site and webinar training programs for your staff and patrons as needed

Our libraries have come to expect the best in customer care from Midwest Tape. Responsiveness is the key to a valued business-library partnership. This level of care is present with our hoopla digital platform. All customer support is provided free of charge. Support is provided for both patrons and library staff. All Coordinators within hoopla digital are available during normal business hours (Monday – Friday, 8:30 a.m. – 5:00 p.m. EST). However, they can be reached by email – info@hoopladigital.com · until 10:00 p.m. EST.

Jonah Carter, Account Manager – works in conjunction with your hoopla Coordinator to provide support to your staff in terms of budget management, staff training, patron training through on-site visits and presentations 1 · 2 times per year or as needed by the Library.

3.6. Offeror shall describe how and how often sales staff will meet with key Library staff, as necessary.

Jonah Carter, Account Manager – works in conjunction with your hoopla Coordinator to provide support to your staff in terms of budget management, staff training, patron training through on-site visits and presentations 1 · 2 times per year or as needed by the Library.

3.7. Offeror shall list all versions of operating systems or browsers that are supported by the offeror platform.

Hoopla digital offers something for every one of your patrons with no restrictions on accessing this content whether it be from a web browser on a PC or today's popular mobile devices.

Windows Operating System support: We currently support Windows 7, Windows 8.1, and Windows 10 and 11. (hoopla will not work with Windows mobile devices).

Desktop browsers: Microsoft Edge, recent versions of Google Chrome and Firefox; Mac operating systems – MacOS 11 and above along with Mac desktop browsers – recent versions of Safari, Chrome, and Firefox; Chromebooks are supported by hoopla.

Set top boxes: Fire TV (1st, 2nd & 3rd gen devices except for Fire TV Cube); Roku channel for devices running 7.8 and higher; All Android TV devices.

As the device technology changes, other devices will be evaluated and added in the future.

3.8. Offeror shall describe how their system is designed for mobile devices. Which devices can be used to access?

We carefully prioritized development of our digital platform around the popularity of today's devices and our ability to deliver a great user experience. Hoopla is supported on Apple iOS 16+ and above, Apple TV (4th and 5th gen devices and AirPlay on 2nd, 3rd, 4th, and 5th gen devices; Apple Car Play and Android Auto (along with support of Bluetooth playback in most modern vehicles); Android 6.0 and above. We support casting from iOS and Android devices to the 1st and 2nd generation Chromecasts, including Chromecast Ultra and Smart TVs with Chromecast built in. Support for Chromecast Audio is coming soon.

Additional devices support we provide for all Amazon devices running Fire OS 6.0.0 and newer. (Please note that we do not support Kindle Paperwhite or any eReader devices.)

Midwest Tape retains the DRM (Digital Rights Management) and the maintenance of all digital files. The member simply downloads the free app from either the App Store (iOS users); Google Play (Android users) or Amazon apps and enters their email and library card information (only one-time entry of this data). There are no other special software or hardware needs to connect with hoopla either by mobile device or by web browser.

When a title is discovered, they simply click the borrow button and it displays for how long they have the content and when it will automatically be returned. From the patron's homepage, they will know exactly how many titles are currently borrowed and how many allotted borrows they have available for the remainder of the month. They will also be able to easily understand if they are in a holds queue for a Flex

title and where they are within that queue. They can snooze a hold which allows them to remain in line for 48 hours and return to their place in the queue.

All titles can be returned by the user at any time, but they are set with an auto-return function. Instant movies and television titles circulate for 72 hours from the time the patron hits borrow, likewise music circulates for 7 days, and audio books, e-books and comics circulate for 21 days. Flex content eBooks and eAudiobooks circulation time limits can be adjusted by the library. Time starts from the moment item is borrowed. There is automatic return, no late fees! If a customer borrows a title, there is no waiting period for a customer to re-borrow the same title.

3.9. Offeror shall list all Internet browsers that are supported and which versions.

Hoopla digital is supported with Windows Operating System support. We currently support Windows 7, Windows 8.1, and Windows 10 and 11. (hoopla will not work with Windows mobile devices).

Desktop browsers: Microsoft Edge, recent versions of Google Chrome and Firefox; Mac operating systems – MacOS 11 and above along with Mac desktop browsers – recent versions of Safari, Chrome, and Firefox; Chromebooks are supported by hoopla.

4. CAPACITY OF OFFEROR

4.1. Offeror shall describe the processes and capabilities for their online ordering system, if applicable.

From the perspective of our Instant Collection, all titles are accessible to all patrons for simultaneous use and the library is only charged when a patron borrows a title and does not have the manage that collection.

Updated throughout the business day, our e-commerce website (www.midwesttape.com) is the main point of purchase for all physical and digital audiovisual materials. The site brings together collections of today's trending and top-selling titles; pre-release collections; and collections featuring adult, young adult, and children's titles. Scrolling carousel banners are updated continuously to promote these collections.

Our team of specialists works with the library's staff to create a profile around the needs of the library, ensuring that selection lists include the most relevant titles. Selection lists are placed in a cart under the required user's login on our website and an email is sent to that user notifying them of the

cart's availability. Selectors are in complete control of ordering, with the ability to adjust quantities or add/remove titles from the cart as needed.

Our website is the main resource for selection services. Your team can select titles, place them in carts, share the cart with other staff members for input, or send carts to central buyers. The site offers a variety of collections that feature not only today's new and upcoming releases, but also catalog titles, collections of relevant titles pertaining to social concerns, and topics of library or community interest. These features save your team members time when building your collection.

Your library users can be restricted to only viewing digital content, just physical AV or a both.

On our homepage, the Quick Links section provides access to hot new releases, hit children's titles, a monthly calendar of upcoming releases, and our ever-popular Cat2Cart collection, which makes it easy to add titles featured in our monthly print catalog to a shopping cart. Scrolling carousel banners are updated continuously and feature collections such as award winners, specially priced items, holiday favorites, top selling titles, and digital weekly catalogs.

Since 1989, Midwest Tape has grown significantly by listening to our library partners and creating programs, services, and a website that meets their needs. We are always working to make sure we provide the best experience for your library.

Midwest Tape continues to invest heavily in its physical media selections website and continually upgrades the service in response to library feedback. Our website is a true eCommerce site that blends the ability to order both physical and digital materials.

Libraries can use our eCommerce site to see if a physical copy of a title exists when a digital copy is provided on hoopla. This powerful tool provides the library with visibility of all available formats. The eCommerce site can be organized to show only digital titles, only physical titles, or both digital and physical titles.

Our eCommerce product display pages make it even easier to find and add great content to your carts, and provide the following:

- Access to synopsis and title details, as well as available formats and media types
- Drop-down menus that give expanded access to details
- The ability to save a preferred view

- Search function that allows the user to quickly find and add multiple formats or related series, seasons, or episodes to carts

Our Advanced Search feature, created based on customer feedback, gives the user the ability to narrow searches by using a series of different filters, including format, title, publisher, time, and more. This provides users with more targeted results, ultimately saving time in the selection process.

Not only do we encourage our library partners to provide their feedback (either by email or directly through our website by selecting Submit Feedback), but we also want to understand how our customers view and integrate with each segment of our site. Data analytics are used to enhance our features on an ongoing basis. These changes are subtle and non-disruptive to workflows.

4.2. Offeror shall describe how their online electronic system will interface with the Library's Polaris system. Explain processes for downloading and/or accessing their product(s).

Midwest Tape/hoopla digital works with all major ILS systems to provide authentication of cardholders when accessing hoopla digital. We currently support SIP2 through Polaris for patron authentication. This method of authentication access is currently the most popular method required by our hoopla partners. Hoopla checks against your library's ILS system when a patron borrows and registers for hoopla. We only check to ensure they are a valid patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult patrons).

A standard, routine (daily) check of a library's connection for authentication is checked. If an error is detected, your library-assigned coordinator will ensure that the library administrative team is sent a message of the problem.

4.3. Offeror shall describe the methods used to provide user authentication for accessing software, websites, and E-sources that integrate with the Library's Polaris ILS system.

The patron simply downloads the free app from either the App Store (iOS users) or Google Play (Android users) and enters their email and library card information (only one time entry of this data). There are no other special software or hardware needs to connect with hoopla either by mobile device or by web browser.

Glendale Public Library patrons follow three easy steps to begin using hoopla:

1. Download the app or go to www.hoopladigital.com

2. Log-in with their library card.
3. Browse, borrow, and enjoy our full array of e-content.

Your patrons only log in once. If your library uses PIN numbers along with your library card numbers, the sign-up process asks for that number only one time.

Midwest Tape/hoopla digital works with all major ILS systems to provide authentication of cardholders when accessing hoopla digital. We currently support SIP2 through Polaris for patron authentication. This method of authentication access is currently the most popular method required by our hoopla partners. Hoopla checks against your library's ILS system when a patron borrows and registers for hoopla. We only check to ensure they are a valid patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult patrons).

4.4. Offeror shall describe how they will upgrade the system with any subsequent Polaris releases.

Should GPL upgrade either their Polaris ILS system or transition into another ILS program, our team can provide support as we work with all of the Major ILS systems. All ILS support is provided free of charge.

4.5. Offeror shall describe their remote access to the product.

The patron simply downloads the free app from either the App Store (iOS users) or Google Play (Android users) and enters their email and library card information (only one time entry of this data). There are no other special software or hardware needs to connect with hoopla either by mobile device or by web browser.

Glendale Public Library patrons follow three easy steps to begin using hoopla:
1. Download the app or go to www.hoopladigital.com
2. Log-in with their library card.
3. Browse, borrow, and enjoy our full array of e-content.

Your patrons only log in once. If your library uses PIN numbers along with your library card numbers, the sign-up process asks for that number only one time.

4.6. Offeror shall describe how many users can access the system simultaneously.

With hoopla your Library patrons will have access to all titles with simultaneous use at all times. That is, if one patron selects to listen to the eAudio title, multiple other patrons can borrow and view the same title at the same time. This is great when working with book clubs. No need for patrons to find what number their hold is on a list. They have instant access. With these Instant titles, your Library is only charged for what is borrowed by your patrons. With hoopla, your patrons can see all titles and instantly borrow the content, wherever and whenever is convenient.

4.7. Product(s) shall have an administrator module. Offeror shall describe any features and customization supported. How will it be accessed?

The library is provided an administrative portal or otherwise called a 'dashboard'. This library administrative portal (www.midwesttape.com) is provided free of charge to the library and features both administrative and reporting components.

Administrative tools feature component content controls, collection development tools, special settings, librarian access to the admin site and policy implementation.

Reporting tools feature a multitude of options such as daily registrations, daily active patrons, retention rates, circulation and spending, average costs per circulation, budget expenditure, number of unique titles, list of top titles borrowed and much more. The reporting tools are the most used and praised area of the administrative site. It has a drive-like feel and allows the library to be in control. This information is updated in real-time for the most accurate picture of your budget. A multitude of reports can be created both within our site and can be exported to excel. More detailed reports can be provided by contacting your hoopla coordinator at any time.

The hoopla dashboard was created by the librarian, for the librarian. The Dashboard offers an in-depth, fully customizable look at user trends and how materials are borrowed. The dashboard helps your staff find the data that is important and those they serve, in the manner that works best within their busy daily schedule. Each area of the dashboard can be viewed in a customizable report and exported as needed. As always, our team stands ready to assist with any type of reporting needed by your library team.

4.8. Offeror shall describe how they will provide cataloging records, if applicable.

hoopla offers free vendor-level records for all digital titles. Partner libraries can load these records into their ILS for improved discoverability on the library's website. The hoopla records are loaded into the library catalog with an 856-tag added to the record. When the patron clicks this link from the library's catalog, the browser will open a new window, placing the patron on the corresponding title page in hoopla with full cover art, content details, summary of the title, links to similar titles or authors, and reviews. The patron can then borrow and instantly begin viewing or listening to the content.

hoopla offers customized automated edits of provided cataloging records. This can include unique link statements for patrons or other edits. Our Instant digital content currently states, "Instantly available on hoopla." If the library is using an API, it is controlled by the ILS provider, in which some ILS companies allow libraries to choose verbiage, while others control/update the information for their libraries.

hoopla creates a cataloging record for every title available on its service, totaling more than 1.5 million entries. Records are created following OCLC guidelines with automated programming. Publishers and vendors provide title metadata information, which is then generated in the appropriate record tag.

The Secure File Transfer Protocol (SFTP) delivery record system optimizes a unique login per library, allowing hoopla to honor all settings for library format price caps and title blocks. Libraries can also set their desired record generation/upload frequency, such as once per week, every other week, or monthly.

Incorporating hoopla MARC records into your online catalog allows you to leverage your complete library collection to meet community needs, creating an environment that will most effectively decrease patron wait times, increase patron satisfaction, and maximize your library's budget for title acquisitions.

hoopla provides a "top load" option, including an initial file set of 85,000 titles. This set includes top-circulating, DEI, and life-long learning materials for instant patron access. We follow with incremental add and removal files, which directly account for any price cap or block settings. Our system offers customization in the frequency of these file sets.

Ryan Dunn is our cataloging specialist. Ryan has an MLIS degree and maintains our digital cataloging records for our library partners while

assisting them with static programming edits. He can be reached at 800.875.2785 or at rdunn@midwesttapes.com.

4.9. Offeror shall describe how staff will retrieve cataloging records, if applicable.

The Secure File Transfer Protocol (SFTP) delivery record system optimizes a unique login per library, allowing hoopla to honor all settings for library format price caps and title blocks. Libraries can also set their desired record generation/upload frequency, such as once per week, every other week, or monthly.

There is an available option to receive record files as emailed attachments as well. Hoopla will send these to the library's preferred email address.

4.10. Offeror shall describe any cataloging and customization available for the Library.

Incorporating hoopla MARC records into your online catalog allows you to leverage your complete library collection to meet community needs, creating an environment that will most effectively decrease patron wait times, increase patron satisfaction, and maximize your library's budget for title acquisitions.

hoopla provides a "top load" option, including an initial file set of 85,000 titles. This set includes top-circulating, DEI, and life-long learning materials for instant patron access. We follow with incremental add and removal files, which directly account for any price cap or block settings. Our system offers customization in the frequency of these file sets.

Flex records are now available for every Flex title on the platform. They are free of charge. Editing of existing records based on a bibliographic utility (customized MARC records) with automated rulesets from our customer requests.

4.11. Offeror shall describe its ability to electronically transmit invoices.

All invoices are provided within your library's administrative Hoopla dashboard.

4.12. Offeror shall describe the ability to provide standard and customized reports.

The library is provided an administrative portal or otherwise called a 'dashboard'. This library administrative portal, found within the Midwest Tape eCommerce site (www.midwesttape.com), is provided free of charge to the library and features both administrative and reporting components.

With our industry-leading flexible budgeting tools, powerful analytics, and available collection management tools, we'll help create a collection that fits your member libraries' budgets. With the Hoopla Instant transactional collection, libraries only pay for what patrons borrow. The libraries can control the number of borrows allotted to patrons per month.

Our Hoopla analytics team is able to help plan and forecast a library's usage and has a 95% accuracy rate. Administrative tools feature component content controls, collection development tools, special settings, librarian access to the admin site and policy implementation.

Reporting tools feature a multitude of options such as daily registrations, daily active patrons, retention rates, circulation and spending, average costs per circulation, budget expenditure, number of unique titles, list of top titles borrowed and much more. The reporting tools are the most used and praised area of the administrative site. It has a drive-like feel and allows the library to be in control. This information is updated in real-time for the most accurate picture of your budget. A multitude of reports can be created b within our site with specialized/detailed reports can be provided by contacting your Hoopla coordinator at any time – all free of charge.

4.13. Offeror shall describe methods used to maintain user, staff, and Library confidentiality and privacy.

First time users of Hoopla will be presented the Hoopla Terms and Conditions of Use and Privacy Policy. This requires acceptance before accessing the content.

We are committed to protecting the privacy, accuracy, and reliability of any personal information that patrons provide to us consistent with our privacy policy and to safeguard loss, misuse, unauthorized access, disclosure, and alteration of this information. This privacy policy explains how we use and share any personal information that is gathered during use of the services.

We periodically evaluate our privacy policy to consider new technologies, business practices, and patron needs, and may make changes to the privacy policy from time to time.

We have implemented measures to protect against the loss, misuse, and alteration of patrons' personal information. All electronic communication between the patron's web browser or mobile device and our servers is protected and encrypted via SSL (HTTPS). Passwords are encrypted before they are stored in our database. We use computer safeguards such as firewalls, data encryption, and physical access controls to our buildings and files.

The privacy policy and terms/conditions are always available to patrons via the Hoopla app or web browser in the Settings section.

4.14. Offeror shall describe content portability to another platform if the library decides to leave the vendor. Describe the process for the move.

Hoopla supports libraries with the transfer of digital audiobook and eBook content hosted on other digital platforms. This gives libraries the ability to transfer their current one copy/one user licenses or add new one copy/one user licenses to the Hoopla collection for easier patron discovery and an improved experience.

All purchased one copy/one user content may be transferred per the publisher's rules. Please note that some publishers do charge for some of their content transfers and that the fee is directly sent to the library by the publisher. For this service, we ask that you work directly with your Hoopla coordinator to manage the transfer service.

We follow a standard seven-week timeline for content transfer; however, we work within parameters that best meet the needs of your library. As with the onboarding process, the content transfer service follows a precise program to provide a smooth transition.

For libraries that transfer content from their current one copy/one user models, we provide supplemental collections of licensed titles as needed. These collections are curated by our content team and shared via shopping carts on our eCommerce site.

4.15. Offeror shall describe how statistics are delivered, retrieved, and the approximate monthly availability or delivery date.

Through your library's assigned Hoopla portal, both reporting components and administrative access is provided free of charge.

The Hoopla dashboard was created by the librarian, for the librarian. The Dashboard offers an in-depth, fully customizable look at user trends and how materials are borrowed. The dashboard helps your staff find the data that is important and those they serve, in the manner that works best within their busy daily schedule. Each area of the dashboard can be viewed in a customizable report and exported as needed. As always, our team stands ready to assist with any type of reporting needed by your library team.

Some of our most popular reports are New Patrons and the Patrons Borrowing options. As their titles indicate, your library will have full

visibility on how many new patrons are acquired through the use of Hoopla alongside data that shows what is being borrowed (titles, formats, etc.)

Circulations – a key component to see how Hoopla is serving the needs of your patrons. What are patrons borrowing and when are borrowing content. As with our other data, this report can be exported for any discussions as your libraries forecast for future budgets.

The Unique Titles Borrowed report has been found to be of great value to our libraries and was instituted based on feedback from our library partners. This provides an even more in-depth view of what patrons are viewing or listening to.

These are just a quick glimpse of a few of the many reporting tools offered on the administrative dashboard to help provide your member library with an overview of usage by patrons. Additionally, alongside these valuable tools are even more in depth financial tools such as Budget Planning and Financial Documents are available.

Quarterly, bi-annual or yearly reports can be created by our team of data analysts at any time and is provided free. This data is discussed with your library through your assigned Account Manager – Jonah Carter, on a schedule that best meets the needs of your Administrative Staff to ensure budget maintenance and satisfaction of our platform.

4.16. Copyright security is solely the responsibility of the vendor. The Library assumes no copyright security responsibility. Offeror shall confirm that they will take this responsibility.

Midwest Tape retains the DRM (Digital Rights Management) and the maintenance of all digital files. The member simply downloads the free app from either the App Store (iOS users); Google Play (Android users) or Amazon apps and enters their email and library card information (only one-time entry of this data). There are no other special software or hardware needs to connect with Hoopla either by mobile device or by web browser.

4.17. Offeror shall describe how their product(s) complies with ADA standards for accessibility. More information on ADA standards can be found at http://www.ada.gov.

Hoopla is committed to making our service accessible for everyone, including those with disabilities such as visual, hearing, motor, or cognitive impairments.

We continue to embrace this as an opportunity to meet the needs of this segment of the communities our libraries serve. Our ongoing iterative

software enhancements address the needs of library patrons' access to—and enjoyment of—the Hoopla experience, including our downloadable content.

We have adopted as a best practice the continued effort toward meeting the WCAG 2.0 AA level of accessibility compliance standards. These standards exceed the current accessibility requirements of Section 508 of the Federal Rehab Act.

In addition to WCAG, we endeavor not only to comply with the closed captioning requirements defined within the FCC Twenty-First Century Communications and Video Accessibility Act (CVAA), but also to ensure all video content has closed captions or subtitles. The support of closed captioning is another integrated company best practice commitment for us because it enables libraries to better serve patrons with disabilities.

Addressing the access needs of patrons with disabilities and ensuring their access to available digital content is important to us. As a company, we are committed to continuously improving the digital library and media services for all patrons.

5. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name:	Exhibit 3 – Insurance Requirements
Section:	1.a.i. Commercial General Liability – General Aggregate $5,000,000
Exception:	Vendor's General Aggregate is only $3,000,000

Midwest Tape takes no exceptions to the draft agreement present by the City within the RFP. Please note that the use of our digital platform does require a Hoopla Service Agreement and it has been enclosed as Attachment B in draft form for review.)

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6. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

Midwest Tape acknowledges Addendum 1 (dated 3-28-2025) and Addendum 2 (dated 4-4-2025)

7. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT-OF-INTEREST section within Exhibit 1 for required information to be included here.

Midwest Tape has no conflict of interest.

EXHIBIT B

LIBRARY ELECTRONIC SERVICES AND RESOURCES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 4 of this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $500,000.

DETAILED PROJECT COMPENSATION

Per attached RFP 25-55 bid response.

Glendale ARIZONA	**City of Glendale** **Solicitation Number: IFB 25-55/42500067** **ELECTRONIC SERVICES AND RESOURCES** **PRICING WORKBOOK**	**CITY OF GLENDALE** **Procurement Department** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

1. PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Proposed pricing must not increase for the first two years of the agreement. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

2. INSTRUCTIONS

a. The cost proposal must be submitted separately from the rest of the written proposal.

b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.

c. All inclusive - covers all direct and indirect necessary expenses including but not limited to travel, telephone, copying, and other out-of-pocket expenses.

d. Not to Exceed - The actual fees shall not exceed the amount specified in fee proposal.

3. PRICE SCHEDULE

a. **PRICE:** Unit Price represents the price of each unit which includes, but is not limited to, shipping, packaging, licenses, fees, labor, insurance, and any other associated direct or indirect costs. Sales taxes should not be included in unit prices.

4. CATALOGING SERVICES (Unit of Measure for pricing is "EACH")

Item No.	Description	Unit Price
1	Editing of existing records based on a bibliographic utility (customized MARC records)	$0.00
2	Creation of original records	$0.00
3	Unedited full MARC records	$0.00
4	Attachment of library holdings	$0.00
5	ClP Upgrades*	$N/A
6	Bibframe Upgrades*	$N/A
7	API Integration*	$0.00
8	EDI Upgrades*	$0.00
9	Other, please specify:	$
10	Other, please specify:	$

Glendale ARIZONA	**City of Glendale** **Solicitation Number: IFB 25-55/42500067** **ELECTRONIC SERVICES AND RESOURCES** **PRICING WORKBOOK**	**CITY OF GLENDALE** **Procurement Department** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

INVENTORY SERVICES

11	Creation of inventory (holdings) records	$N/A
12	Cataloged items	$N/A
13	Uncatalogued items	$N/A
14	Other, please specify:	$
15	Other, please specify:	$

COLLECTION DEVELOPMENT SERVICES

	Selection List (forthcoming titles) – Stock / Standardized	
16	Bibliographic information only	$0.00
17	Bibliographic information with brief annotations	$N/A
18	Bibliographic information with full-text reviews	$N/A
19	Other, please specify:	$
20	Other, please specify:	$

	Selection Lists (forthcoming titles) – Customized	
21	Bibliographic information only	$0.00
22	Bibliographic information with brief annotations	$N/A
23	Bibliographic information with full-text reviews	$N/A
24	Other, please specify:	$
25	Other, please specify:	$

	Special Bibliographies – Stock / Standardized	
26	Bibliographic information only	$0.00
27	Bibliographic information with brief annotations	$N/A
28	Bibliographic information with full-text reviews	$N/A
29	Other, please specify:	$
30	Other, please specify:	$

YEARLY SUBSCRIPTION FEES

31	Other, please specify:	$0.00
32	Other, please specify:	$

ELECTRONIC RESOURCES PLATFORM FEES

33	Please specify:	$0.00
34	Please specify:	$
35	Please specify:	$
36	Please specify:	$

ELECTRONIC DATABASES YEARLY FEES

37	Please specify:	$0.00
38	Please specify:	$
39	Please specify:	$
40	Please specify:	$

PERCENTAGE DISCOUNT FROM PUBLISHER'S PRICE

41	E-MUSIC	$0*
42	E-BOOKS	$0*
43	E-VIDEOS	$0*
44	E-AUDIOS	$0*
45	E-PERIODICALS	$0*
46	OTHER: *Hoopla Digital content is not discounted. Instant content pricing ranges from $0.00 - $3.99 per borrow. Flex content is purchased licensed eBooks or Audiobooks (metered or perpetual) based on Publisher pricing.	$

DATABASE DISCOUNT

47	OTHER:	$N/A

5. OTHER/MISC Price

Please specify and describe

***If applicable, please specify and describe the pricing of the following:**

CIP upgrades N/A
Bibframe upgrades N/A
API integration $0.00
EDI upgrades $0.00

6. **DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days**

Comply: YES NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days)% Net 30 days

7. **PAYMENT** Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

8. **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Midwest Tape, LLC

Contract No. _
Execution Date: _____ Expiration Date:

CONTRACT – SIGNATURE ROUTING FORM
PLEASE SIGN ALL CONTRACTS IN BLACK INK ONLY
Retain this Form with contract throughout the entire process. Question? Call the City Clerk's Office at x6152.

To Council: ☒ **Yes** ☐ **No**	**Contract Title:** Library Electronic Services and Resources (25-55)	
Previous Council Approval: ☐ **Yes** ☒ **No** **Date:**	**Vendor Name:** Midwest Tape LLC	
☐ **Under $100,000** ☒ **$100,000 or over (Council Approval Required)**	**City's Financial Responsibility/Amount of Contract:** $ 500,000.00	
Meeting Date: 06/10/2025	**Record with Maricopa County Recorder:** ☐ **Yes** ☒ **No**	
☐ **Linking Agreement** ☐ **Approval from Materials Management** **By:**	☐ **Small Purchase Contract** ☐ **Checklist completed** **Approved By (Department Head):**	
Contact Person AND Department: Shadle, Anne (Community Services)	**Phone:** (623) 930-2864	**Date:** 05/07/2025

************************************CITY ATTORNEY'S OFFICE USE ONLY************************************

Date Received: 05/07/2025	**Assigned Attorney:** Romney, Russ
Date Approved: 05/21/2025	**Approved to Form By:** Herrera, Desaree for Romney, Russ

Ordinance or Resolution Required: ☐ **Ordinance Attached** ☐ **Resolution Attached**

Attorney's Notes/Comments:

May be approved as to form so long as vendor's attachment "C" is NOT executed; rather, it may be included as an exhibit.

************************************CITY CLERK'S OFFICE USE ONLY************************************

Date Received:	**Number of original contracts submitted:**	**Contract Extensions:**☐**Y** ☐**N** **If so, how many?**
☐ **Department does not require a hard copy. Please email fully executed version to @glendaleaz.com.**		

Approved By Council on:	**Agenda Item No.:**	**Res./Ord. No.:**	**Bid No.**

Signatures		**Date**	**Signed By**	**Date Returned**
City Attorney	☐			
City Manager	☐			
Mayor	☐			
City Clerk	☐			

PLEASE COMPLETE ONE GREEN SHEET FOR EACH CONTRACT SUBMITTED