LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
OVERDRIVE, INC.

This Linking Agreement ("Agreement") is entered into as of this day of , 2025, between the City of Glendale, an Arizona municipal corporation ("City"), and OverDrive, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On July 1, 2023, City of Phoenix, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Contract No. 158814--0, Library Electronic Resources And Associated Services, ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was July 1, 2023, until the date the contract terminates on June 30, 2028, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond June 30, 2028. The initial period of this Agreement is the period from the Effective Date of this Agreement until June 30, 2028.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred five thousand dollars ($105,000) annually or three hundred fifteen thousand dollars ($315,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. 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.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Natalie Menges
5959 W. Brown St.
Glendale, AZ 85302

and

Overdrive, Inc.
One Overdrive Way
Cleveland, OH 44125

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
Interim City Manager

"Contractor"

OverDrive, Inc.,
a Delaware corporation

By: Erica Lazzaro
Name: Erica Lazzaro
Title: Executive Vice President

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
OVERDRIVE, INC.

EXHIBIT A
SOLICITATION NO. RFQU 23-001 - LIBRARY ELECTRONIC RESOURCES AND ASSOCIATED SERVICES

City of Phoenix

158814--0

REQUEST FOR QUALIFICATION

RFQu 23-001

LIBRARY ELECTRONIC RESOURCES AND ASSOCIATED SERVICES

City of Phoenix

Finance Central Procurement

251 W Washington St

8th Floor

Phoenix, AZ

85003

RELEASE DATE: March 15, 2023

DEADLINE FOR QUESTIONS: April 12, 2023

RESPONSE DEADLINE: April 28, 2023, 2:00 pm

City of Phoenix
REQUEST FOR QUALIFICATION
RFQu 23-001
Library Electronic Resources and Associated Services

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Pricing Proposal Template

Submittals Forms

1. INTRODUCTION

1.1. Summary

The City of Phoenix's Library Department intends to establish multiple-award contracts for electronic resources and related services. Offerors may respond to this solicitation in total or to individual categories including electronic books, magazines, music, and video resources. Electronic media of general and specialized interest, and related services such as event management, reservation applications, and training tools.

1.2. Background

This solicitation aims to fulfill the Phoenix Public Library's needs and related services on an as-needed basis for a five-year contract period commencing July 1, 2023. The Library system currently comprises 16 branch libraries and the Central Library, which also houses technical services operations and administrative offices. The Library's holdings number more than 1,530,000 items. There are more than 900,000 borrowers currently registered. The Phoenix Public Library supports the City Manager's Strategic Plan by promoting early literacy, preparing young children for academic success, and achieving educational excellence for all Phoenix residents.

1.3. Contact Information

Jonathan Thatcher
Finance Procurement Officer - Lead
251 W Washington St
8th Floor
Phoenix, AZ 85003
Email: jonathan.thatcher@phoenix.gov
Phone: (602) 261-8501

Department:
Finance Central Procurement

1.4. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Jonathan Thatcher) at (602) 261-8501/Voice or 711/TTY, or jonathan.thatcher@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	March 15, 2023
Pre-Offer Conference (Non-Mandatory)	March 23, 2023, 11:00am Click To Join Pre-Offer Conference Join by meeting number: Meeting number: 2451 197 2375 Meeting password: S2yEauD5BV2
Written Inquiries Due Date	April 12, 2023, 2:00pm
Offer Due Date	April 28, 2023, 2:00pm Electronically via Email (preferred): procurement@phoenix.gov or Hard Copy: City of Phoenix Finance Department - Central Procurement Division 251 W Washington St, 8th Floor Phoenix, AZ 85003

2. INSTRUCTIONS

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for library electronic resources and related services for a five-year contract commencing on or about July 1, 2023, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and

economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from https://solicitations.phoenix.gov/. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.7. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation

Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror 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, or service to a public servant in connection with the submitted Offer.

2.12. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted in one of the following ways:

A. Submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

   1. Offeror's Name
   2. Offeror's Address (as shown on the Certification Page)
   3. Solicitation Number
   4. Solicitation Title
   5. Offer Opening Date
   6. Such offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

B. Submitted electronically by email to procurement@phoenix.gov and the following information should be noted in the email:

   1. Offeror's Name
   2. Offeror's Address (as shown on the Certification Page)
   3. Solicitation Number

4. Solicitation Title
5. Offer Opening Date
6. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
7. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, https://solicitations.phoenix.gov/Awards within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Special Requirements

In order for an RFQu response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any

questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.

2.16. Qualification Criteria

Statement of Qualifications shall relate specifically to responsiveness and responsibility, including meeting all Mandatory Requirements in the Scope of Work and indicating a bid in one or more of the content or services categories.

2.17. Evaluation and Selection

After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than N/A pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

The firms under consideration for this RFQu, will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

2.18. Agreement

The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQu.

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

2.19. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.20. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror

must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.21. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.22. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

2.23. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.24. Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.25. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

2.26. Equal Low Offer

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

2.27. Evaluation of Competitive Sealed Offers

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

2.28. Detailed Evaluation of Offers and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

2.29. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

2.30. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.31. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

3. SCOPE OF WORK

3.1. Background

The City Library Department is seeking electronic resources that address a variety of information needs for all ages, for a five-year period commencing on or about July 1, 2023. The Phoenix Public Library is an urban library system consisting of the Burton Barr Central Library and 16 branch locations throughout the City. The intent is to establish multiple contracts for electronic library resources covering a wide range of content topics and related services.

3.2. Definitions

"Accounts" Varying accounts linked to specific types of materials, delivery, budgets, turnaround dates, and processing terms.

"Discounts" Vendors will provide any available discount on materials.

“ISBN” The International Standard Book Number, a numeric commercial book identifier that is intended to be unique.

“ISSN” The International Standard Serial Number, an eight-digit number assigned to many serial publications such as newspapers, magazines, annuals, and series of books.

"Library" Means the Phoenix Public Library.

"MARC" Machine-readable cataloging standards are a set of digital formats for the description of items cataloged by libraries.

"Periodicals" Materials including one or more of the following formats: magazines, newspapers, journals, microforms, government printing subscriptions, proprietary publications, or any form of serial publication."

"Reference Work" A book to which one can refer for information. Reference works include atlases, dictionaries, directories, encyclopedias, handbooks, thesauruses, bibliographies, or any other work designed to be used in finding specific items of information, rather than for cover-to-cover reading.

“UPC” The Universal Product Code, a barcode symbology of 12 uniquely assigned digits that is widely used for tracking trade items in stores.

3.3. Mandatory Requirements

The Contractor must meet all of the following mandatory requirements. Failure to meet the mandatory requirements will result in the offer being excluded from consideration.

A. Provide Internet-based electronic resources in one or more of the content or service areas listed below.

B. Not allow commercial advertising or solicitation in content targeted towards the ages of birth up to 18 years of age.

C. Support access and compatibility with all major browser applications.

D. Allow Library users to access the resources while physically onsite at any of the Library's locations.

E. Provide access 24 hours a day, 365 days a year.

F. Achieve and maintain a greater than 98% uptime over 12 months.

G. Respond to technical issues within two business days.

H. Provide two business day advance notice when critical security updates are to be implemented, excluding emergency or unforeseeable events.

I. Provide promotional materials that describe the resources available.

J. Provide technical support at no additional cost to the Library.

K. Allow users of content targeted to those 18 years of age and up to opt out of receiving advertising or solicitations.

L. Include content in either English or Spanish or both; additional content in other languages may be offered.

M. Provide an English-language version of any resource interface, additional interface options are allowed.

N. Provide basic encryption for all user-hosted information.

3.4. Content Areas

A. eBook Resources – Content to include current and non-current popular fiction and non-fiction titles targeted to either a general or specific age range.

B. Electronic Magazines and Newspapers – Content to include current popular magazines or newspapers in a browsable digital format targeted to either a general or specific age range. Format should allow users to view the full page content of the entire publication in its original print layout.

C. Electronic Music – Content to include popular streaming and/or downloadable music targeted for a general or specific age range.

D. Electronic Video Resources – Content to include popular streaming and/or downloadable videos targeted for a general and/or specific age range.

E. Comprehensive Research Databases – Content to include a comprehensive database for any age group, birth to adult.

F. Automobile Repair – Content to include updated vehicle maintenance and repair information that includes most major manufacturers of domestic and imported vehicles.

G. Business and Investment Resource Databases – Content to include comprehensive information in the form of articles relating to topics of business, finance, or investment.

H. Encyclopedia Resource Databases – Content to include full-text encyclopedia articles that may be general or address specific content areas, audiences, or age groups.

I. Online Gaming Databases – Content to include online or downloadable video games for general or specific interests for all ages or a specific age group.

J. Genealogy Databases – Content to include census data, church records, and military and/or immigration records from the United States. May also include local and family history books, obituaries, and/or genealogical periodical indices.

K. Health and Medicine Databases – Content to include patient information on all basic areas of health and wellness from mainstream medicine to topics of complementary, holistic, and integrated medicine.

L. Homework Help Resources – Content to include online homework assistance specific to grade level and subject area.

M. Job Search Resources – Content to include profiles of jobs and industries as well as advice on career skills, resume writing, and job searches.

N. Legal Information Resources – Content to include topical references addressing a wide variety of legal categories.

O. Online Newspapers – Content to include full-text access to national and local newspapers, going back at least 10 years, and providing daily updates to content.

P. Literature and Reading Resources – Content to include literary criticism information, book reviews, educator resources, author biographies, plot summaries, read-alikes, and/or recommendations.

Q. Science and Technology Resources – Content to include full-text articles and information covering major areas of natural and/or applied sciences.

R. Humanities and Social Sciences Resources – Content to include full-text articles or information on one or more of the following topics: history, culture, sociology, anthropology, physical and digital art, music, philosophy, psychology, education, journalism, religion, geography, public policy, politics or any other area of humanities and social sciences.

S. General Online Learning – Content to include courseware on a wide variety of topics for either a general or specific age range.

T. Technology Skills Learning Resources – Content to include on-demand courses on subjects relating to technology.

U. Test Preparation Resources – Content to include on-demand test preparation materials for the Scholastic Aptitude Test (SAT), American College Test (ACT), and General Educational Development (GED) tests.

V. Online Tutoring Resources – Content to include learning resources that offer tutoring and/or homework help from live instructors.

W. Online Language Learning Resources – Content to include materials for at least 30 languages including Spanish and English as a second language.

3.5. Online Room and Equipment Reservation Resource

Contractor shall provide online room and equipment reservation resource meeting the following minimum requirements:

A. Provide customizable reservation forms.

B. Provide the ability to communicate terms and conditions of room usage individually or based on room type or location.

C. Provide the ability to mediate room reservations based on location or room type.

D. Allow mobile device access with QR code functionality.

E. Provide analytics on room and equipment utilization, including at a minimum: reservations by day, week, and month, by location, and average booking duration by individual space and room type.

F. Provide visual equipment catalog.

G. Provide functionality to facilitate room and equipment reservation workflow.

H. Provide the ability to customize email templates for email confirmations, reminders, and follow-up messages.

I. Provide integration with events management software.

3.6. Online Events Management Resource

Contractor shall provide online events management resources meeting the following minimum requirements:

A. Provide the ability to schedule and manage the individual event and series events pages that include images and allow for tagging based on audience, event category, and internal tags.

B. Provide the ability to create multiple calendars based on the individual user, location, or department.

C. Include calendaring functionality with event widgets.

D. Provide a system for registration and waitlist management.

E. Provide the ability to customize templates for email confirmations, reminders, and follow-up messages.

3.7. Online Reference Service Resource

Contractor shall provide an online reference service resource meeting the following minimum requirements:

A. Provide functionality for two-way communication via individual queues.

B. Provide a centralized dashboard for all queues.

C. Maintain multiple source options for communication, including at a minimum email and chat.

D. Allow individualized accounts for staff with controlled access to queues, customization options, and statistics.

E. Provide customizable and embeddable widgets.

F. Provide staff the ability to assign or transfer tickets and post internal staff communication notes.

G. Provide the ability to create macros for specific queues.

H. Provide the ability to upload files.

I. Provide the ability to customize templates for email confirmations, reminders, and follow-up messages.

3.8. Electronic Training Resources

Contractor shall provide access to a web-based online training platform that offers customizable tutorials for either the general public or library staff and meet the following minimum requirements:

A. Provide content in multiple formats including, but not limited to, video, audio, text, and quiz formats.

B. Provide staff with the ability to modify or customize training materials.

C. Provide tracking information sufficient to understand the status of staff-assigned training modules.

3.9. Collection Development Management Resources

Contractor shall provide access to a web-based platform for collection development management and assessment and meet the following minimum requirements:

A. Throughout the term of the contract maintain compatibility with Innovative's Polaris Integrated Library system.

B. Provide compatibility with major inventory management systems.

C. Provide the ability to create detailed spending plans at the collection and branch levels.

D. Provide training materials for staff.

3.10. Catalog Enrichment Services

Contractor shall provide access to web-based catalog enrichment services and meet the following minimum requirements:

A. Provide POWERPAC enrichment service that is compatible with Innovative's Polaris Integrated Library System POWERPAC.

B. Provide full-color cover art for a minimum of 90% of the materials in books, eBook, audiobook, CD, and DVD format in the Library catalog and list:

   1. The total number of cover images for each format and dates of coverage that the Contractor can provide.

   2. The available size options for images and the number of pixels for each size option offered. Offeror shall provide an example for each size option in the proposal.

   3. The display options for cover images and other enrichment information in the library OPAC.

   4. The source and third-party providers for cover images, reviews, and other catalog enrichment services provided by Offeror.

C. Provide full-text reviews, summaries, tables of content for books, rating and cast information for movies, and track listings for music.

D. Provide cover images, reviews, and other catalog enrichment content to the library within three months of the publication date.

E. Provide available methods used to link cover images and other enrichment information for different types of formats – e.g. ISBN, UPC, ISSN, or other methods, and describe in the proposal how the linking process functions.

F. Disclose any necessary permissions that have been obtained from publishers and/or any copyright owners for cover images, reviews, and any other provided catalog enrichment services.

G. Provide the option to prioritize the review sources used and list the type of profile process that would be employed.

H. Describe any additional enhancements, special features, or services offered that are not listed here and include the name of the product or service, a detailed description, and any associated costs.

3.11. Other Resources or Services Offered

The Contractor may list and describe any additional services or electronic content it provides that have not been listed above. Include type of service or content, a detailed description, and all associated costs.

3.12. Locations

The Library may request resources or services be accessed from or provided to any Library location currently in existence or that may come into existence from time to time. Following is a list of current Library locations:

Central Receiving

- Burton Barr Central Library, Technical Services, 1221 N Central Ave, 3rd Floor, Phoenix, AZ 85004

Library Branch Locations

- Acacia Library – 750 E Townley Ave, Phoenix, AZ 85020
- Agave Library – 23550 N 36th Ave Phoenix AZ 85310
- Century Library – 1750 E Highland Ave, Phoenix, AZ 85016
- Cesar Chavez Library – 3635 W Baseline Rd, Phoenix, AZ 85339
- Cholla Library – 10050 Metro Parkway East, Phoenix, AZ 85051
- Desert Broom Library – 29710 N Cave Creek, Phoenix, AZ 85331
- Desert Sage Library – 7602 W Encanto Blvd, Phoenix, AZ 85035
- Harmon Library – 411 W Yavapai, Phoenix, AZ 85003
- Ironwood Library – 4333 E Chandler Blvd, Phoenix, AZ 85044
- Juniper Library - 1825 W Union Hills Dr, Phoenix, AZ 85027
- Mesquite Library – 4525 Paradise Village Parkway North, Phoenix, AZ 85032
- Ocotillo Library – 102 W Southern Ave, Phoenix, AZ 85041
- Palo Verde Library – 4402 N 51st Ave, Phoenix, AZ 85031
- Saguaro Library – 2808 N 46th St, Phoenix, AZ 85008
- South Mountain Community Library – 7050 S 24th St, Phoenix, AZ 85042
- Yucca Library – 5648 N 15th Ave, Phoenix, AZ 85015

4. EVALUATION PROCESS

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Mandatory Requirements** The Contractor must meet all of the following mandatory requirements. Failure to meet the mandatory requirements will result in the offer being excluded from consideration. A. Provide Internet-based electronic resources in one or more of the content or service areas listed below. B. Not allow commercial advertising or solicitation in content targeted towards the ages of birth up to 18 years of age. C. Support access and compatibility with all major browser applications. D. Allow Library users to access the resources while physically onsite at any of the Library's locations. E. Provide access 24 hours a day, 365 days a year. F. Achieve and maintain a greater than 98% uptime over 12 months. G. Respond to technical issues within two business days. H. Provide two business day advance notice when critical security updates are to be implemented, excluding emergency or unforeseeable events. I. Provide promotional materials that describe the resources available. J. Provide technical support at no additional cost to the Library. K. Allow users of content targeted to those 18 years of age and up to opt out of receiving advertising or solicitations. L. Include content in either English or Spanish or both; additional content in other languages may be offered. M. Provide an English-language version of any resource interface, additional interface options are allowed. N. Provide basic encryption for all user-hosted information.	Pass / Fail	1 *(100% of Total)*

5. STANDARD TERMS AND CONDITIONS

5.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract” or “Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

“Chief Procurement Officer” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.

"Suppliers" Firms, entities or individuals furnishing goods or services to the City.

"Vendor or Seller" A seller of goods or services.

5.2. Contract Interpretation

A. **APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any
2. Special terms and conditions
3. Standard terms and conditions
4. Amendments
5. Statement or scope of work
6. Specifications
7. Attachments
8. Exhibits
9. Instructions to Contractors
10. Other documents referenced or included in the Solicitation

C. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

E. **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

F. **PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

A. **RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

B. **DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended,

Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

F. **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

G. **LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

H. **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

I. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

5.4. Costs and Payments

A. **GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

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

D. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

F. **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

H. **F.O.B. POINT:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5.5. Contract Changes

A. **CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

B. **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

C. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

5.6. Risk of Loss and Liability

A. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

B. **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

C. **FORCE MAJEURE:** Except for payment of sums due, neither party will 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 party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

D. **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

F. **DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the

satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

A. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.

B. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

C. **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **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.

E. **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. **COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

G. **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under

this contract that are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

A. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. **CONDITIONS AND CAUSES FOR TERMINATION:**

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

    a. In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

    b. In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

    c. In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

    d. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

    e. In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

5.9. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at https://www.phoenix.gov/finance/plt or https://www.azdor.gov/Business.aspx. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.10. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

5.11. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

5.12. No Israel Boycott

If this Contract is valued at $100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article

9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

5.13. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of 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.

5.14. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.15. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

5.16. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the 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 will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

6. SPECIAL TERMS AND CONDITIONS

6.1. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

6.2. Discounts from Published Catalogs / Price Lists

Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 60 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.

A. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one-year after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs. New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to the Procurement Officer. One copy of revised price list will be required.

A. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

6.3. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

6.4. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number.
- Unit price, extended and totaled.
- Quantity ordered, back ordered, and shipped.
- Applicable tax
- Invoice number and date.
- Delivery address.
- Payment terms.
- FOB terms.
- Remit to address

6.5. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

6.6. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

6.7. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at https://www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

6.8. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and

agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

6.9. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

6.10. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

6.11. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

6.12. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

6.13. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

6.14. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

6.15. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

6.16. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.

6.17. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

6.18. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

6.19. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) will be a factor in the City's award decision.

6.20. Specifications

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

6.21. Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation

of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

6.22. Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: https://www.fpc.gov/resources/glossary/.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;

implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)

not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;

as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;

allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

6.23. Intellectual Property Rights

Contractor grants to City a nonexclusive, non-transferable (except to a wholly-owned subsidiary of the City), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to the City pursuant to this agreement (collectively, the "Deliverables") for the City's internal or business purposes. The City shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. The City shall not, without the Consultant's prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of the City) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.

7. DEFENSE AND INDEMNIFICATION

7.1. Standard General Defense and Indemnification

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7.2. Technology Software and Hardware Contracts

INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless the City and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys' fees, suffered or incurred by the City as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third parties, provided that Contractor is notified in writing of such claim. The City will reasonably cooperate with Contractor, at Contractor's expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, the City is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided.

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by the City (including its

employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

8. INSURANCE REQUIREMENTS

8.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract. The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

8.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

8.3. Commercial General Liability – Occurrence Form

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

8.5. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

8.6. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8.7. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.8. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its

subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

8.9. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

9. SUBMITTALS

9.1. Copies

If submitting by hard copy, please submit one original, one copy, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

9.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City

A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and the Mandatory Requirements evaluation criteria.

B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.

C. Submittal Forms - All submittal forms are completed and signed.

D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

9.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual NO VALUE, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

9.4. Catalogs and Price Lists

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 60 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

9.5. Discount

All discounts offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

9.6. Discount from Published Price List

Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period one-year after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number. Contractor cover letter and pricing list(s) must be dated, signed, and submitted to the Procurement Officer. One copy of revised price list will be required.

OverDrive Pricing Sheet

City of Phoenix RFQu 23-001

Item	Platform Fee and Digital Subscriptions	Cost Per Year	Description
1	Annual Platform Fee	$ 4,500.00	OverDrive Annual Hosting and Maintenance
2	OverDrive Content Credit: includes ebooks, audiobooks, magazines and streaming media services	$ 356,000.00	Library Participation Future Content Purchases

Sample Material Pricing

Item	MATERIALS DESCRIPTION	Unit Price	Purchasing Model (include term)
1	22 Seconds-James Patterson-e-book	$75.00	MA - 2 years
2	22 Seconds-James Patterson-digital audiobook	$75.00	MA - 2 years
3	Horse-Geraldine Brooks-e-book	$27.50 / $55.00	MA -1 year / MA - 2 years
4	Horse-Geraldine Brooks-digital audiobook	$47.50 / $95.00	MA - 1 year / OC/OU
5	Ali's Well the Ends Well-Ali Wentworth-e-book	$31.97	MA 26 checkouts
6	Ali's Well the Ends Well-Ali Wentworth--digital audiobook	$48.90	OC/OU
7	A Duke for Diana-Sabrina Jeffries-e-book	$11.24	OC/OU
8	A Duke for Diana-Sabrina Jeffries-digital audiobook	$92.00/ $147.20	OC/OU / MA 100 checkouts
9	Aru Shah and the End of Time-Roshani Choksi-e-book	$16.99	MA 26 checkouts
10	Aru Shah and the End of Time-Roshani Choksi-digital audiobook	$34.50 / $69.00	MA - 1 year / OC/OU
11	Love & Gelato-Jenna Evans Welch-e-book	$39.99	MA 2 years
12	Love & Gelato-Jenna Evans Welch-digital audiobook	$59.99	MA 2 years
13	Bomb: The Race to Build-and Steal-the World's Most Dangerous Weapon-Steve Sheinkin-e-book	$40.00	MA - 2 years
14	Bomb: The Race to Build-and Steal-the World's Most Dangerous Weapon-Steve Sheinkin-digital audiobook	$21.50 / $43.00	MA - 1 year / OC/OU
15	Heartstopper #3 A Graphic Novel-Alice Oseman-e-book	$14.99	MA - 2 years
16	Popular Title - ebook (Simultaneous Use)	$179.93	SU - 1 month
17	Popular Title - digital audiobook (Simultaneous Use)	$786.94	SU - 1 year
18	Midlist Title - ebook (Simultaneous Use)	$112.43	SU - 1 month
19	Midlist Title - digital audiobook (Simultaneous Use)	$539.44	SU - 1 year

OverDrive, Inc.
Response to City of Phoenix
RFQu #23-001
For Library Electronic Resources and Associated Services

April 18, 2023

Response submitted by:
OverDrive, Inc.
One OverDrive Way
Cleveland, Ohio 44125
216-573-6886

For questions regarding this response, please contact:
Stephanie Everett
Account Manager
severett@overdrive.com
Ph: 216-573-6886 x1698
Fax: 216-573-6888

Executive Summary

OverDrive was founded by Steve Potash in 1986. As the possibilities of the internet and digital books evolved through the 1990s, we refocused our mission. OverDrive launched our content distribution service in 2000, and since that time, our reach has rapidly expanded. OverDrive employs over 500 full time employees at its world headquarters in Cleveland, Ohio, USA. Along with the industry's leading digital reading platform, OverDrive now offers the largest digital content catalog in the world to more than 86,000 libraries and schools in 105 countries. We also have the highest-rated apps that are built to create reading happiness.

Through the years, we have learned from our successes and challenges, and, most importantly, from our partners. Account by account, we have established long-term, trusted relationships with publisher, library and school partners around the world. From the beginning, it has been equally important to align with the mission of our global network to support communities with passion and collaboration while championing reading literacy. As we continue to reach for new goals, OverDrive's vision, mission, core beliefs and values remind us of who we are as a company and what we strive for each day: A World Enlightened by Reading.

OverDrive is a Certified B Corporation, a growing global movement of people using business as a force for good™. OverDrive earned this certification for the company's commitment to social and environmental performance, transparency and accountability. OverDrive is proud to be a certified B Corp and to celebrate everything we stand for: Empowering communities with our services, supporting literacy and creating reading happiness; supporting initiatives that offer work-life balance for our employees; and incorporating work practices and business policies that strengthen and preserve our environment for future generations. To be a B Corporation is a chance as a business to be accountable and solve social and environmental challenges that we face today and tomorrow. In addition to championing the needs of readers and seeking to delight more readers every day, OverDrive is committed to recycling, volunteering with local charities, professional development for employees and providing a positive social impact. Today, there are thousands of Certified B Corporations around the globe. OverDrive is proud to join this prestigious group in redefining success in business, so that one day everyone uses business as a force for good.

Much of OverDrive's success can be traced to the innovative digital media ecosystem built from the ground up by our talented engineering team. We have developed intelligent solutions for each step of the digital content supply chain and user experience. OverDrive is a founding member of the International Digital Publishing Forum (www.IDPF.org), which helps promote standards for the rapidly evolving digital publishing industry.

As the market leader in digital library lending, OverDrive works with over 6,000 suppliers to aggregate a catalog of over 5 million titles in over 100 languages. OverDrive enables the distribution of popular and education eBooks, audiobooks, magazines and video, as well as local content. An easy-to-use administrative portal, OverDrive Marketplace, simplifies content selection, purchase and activity tracking via real-time reporting features available 24/7/365. Through its platform and delivery, OverDrive ensures libraries that end users will be enabled to easily enjoy their digital content on nearly any device and be able to do so independently, without the assistance of library staff. OverDrive offers libraries a single website for eBooks, audiobooks, music and video to streamline the user experience.

Our free apps, Libby, has been installed more than 30 million times and work to enhance usability and portability of digital content with support for Windows, Mac, iOS devices (iPad, iPod, iPhone) via the App Store, Android devices through the Google Play store, Windows Phone, and on all generations of the Amazon Kindle- exclusively available from OverDrive.

OverDrive is proud to be a certified B Corp and to celebrate everything we stand for: Empowering communities with our services, supporting literacy and creating reading happiness; supporting initiatives that offer work-life balance for our employees; and incorporating work practices and business policies that strengthen and preserve our environment for future generations.

OverDrive is committed to providing quality and timely work for partners and their patrons daily. Your library's OverDrive team consists of three main contacts, each playing a vital role in the success of your OverDrive collection. Your Account Manager serves as your main contact and can help with adding new features to your website. Your Product Support Specialist can help better understand the features and our products, to keep your patrons engaged with digital content. Your Digital Content Librarian can help you manage your budget effectively and make the best content decisions for the collection. OverDrive's Libby app maintains a strong position as one of the top-rated apps in the Google Play and Apple app stores. It was named one of TIME Magazines best inventions of 2019.

Mandatory Requirements

A. Provide Internet-based electronic resources in one or more of the content or service areas listed below.

OverDrive has been in the business of maintaining and hosting eContent to public libraries for over 20 years, serving libraries of all sizes. OverDrive will provide solutions to Phoenix Public Library by delivering a series of services and digital content materials that enable Phoenix Public Library to lend popular audiobooks, eBooks, magazines and other digital content via the library's website on a single platform. We offer a system that combines:

- A customized website service and the award-winning *Libby* app for accessing and downloading digital materials integrated with the library's ILS system for real-time patron authentication.
- OverDrive offers the ability for increasing cooperation with local schools by adding student authentication to the public library's digital catalog
- OverDrive is the only digital library lending provider that offers downloads in the Kindle format and compatibility with <u>all</u> generations of the Amazon Kindle, the most popular and widely used eReading device on the market
- OverDrive *uniquely* offers a Local Content feature for libraries, providing the ability to upload locally produced and self-published digital content into the platform for lending to their patrons, with lending policies set by the library
- Download eBooks capable of operating on portable devices such as iPads, Chromebooks, Windows Mobile, as well as all generations of Amazon Kindle (*exclusive to OverDrive*)
- OverDrive's proprietary browser-based formats (OverDrive Read and OverDrive Listen) are the industry's only browser-based formats that can cache the content for offline usage and does not require active internet connection to read/listen to the digital content

- OverDrive uniquely offers a multi-lingual user interfaces option for the patron to choose from directly on the patron-facing website, with over a 15 different language options available
- OverDrive APIs, available via the OverDrive Developer Portal, allow for deep integration of digital content with library discovery tools
- Control for the library to set digital book lending policies and manage access and usage of materials
- Download audiobooks with accessibility features for the blind and visually impaired
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices

The pricing for digital content is set by the supplying publishers, and it is not marked up by OverDrive. As such, OverDrive does not offer discounts on titles. However, publishers offer seasonal discounts on select titles, which range from 20-50%.

OverDrive offers flexible purchasing options to maximize funds and impact. The options available for any given title depends on the publisher. These lending models include:

1. Simultaneous use (SU): The library purchases a subscription, granting their patrons virtually unlimited access to the title. There is no limit to how many patrons can have the title checked out at one time.
2. One Copy/One User (OCOU): This lending model is what most closely represents a library book in the physical world. If the library purchases 1 OCOU unit of a title, one patron can check out the title at a time. When the patron returns the title, another patron can then check it out. Libraries typically own OCOU forever after they are purchased.
3. Metered Access by Time (MA:Time): This lending model behaves essentially the same way as OCOU, but the units are removed from collection after a certain period of time. If a library owns 1 unit of a MA:Time title, one patron can check the unit out at a time.
4. Metered Access by Circ/Checkout: A library can purchase one unit of a metered access by checkout title with 26 circs, for example. The unit will then circulate to one patron at a time for up to 26 checkouts. After the 26th checkout occurs, the unit is removed from the collection. The 26 circs are not simultaneous; a single unit can only be checked out by one patron at a time.
5. Metered Access Concurrent Use (MACU): A library will typically purchase 1 unit of this lending model, which means 100 checkouts. This lending model, unlike Metered Access by Circ, can be checked out simultaneously by patrons. The units deplete as they are checked out.
6. Cost per Circ (CPC): The library sets a monthly budget for the format class, for example $100 for ebooks. Each time a CPC ebook is checked out, the library's budget is consumed. A title is typically priced between $1 - $10 for CPC. The library is only charged when checkouts are made.

B. Not allow commercial advertising or solicitation in content targeted towards the ages of birth up to 18 years of age.

This requirement is not applicable, as OverDrive's services (both the Libby app and the browser-based format) do not use commercial advertising or solicitation.

C. Support access and compatibility with all major browser applications.

Library patrons can access content via any web browser by going to www.libbyapp.com, or by downloading the app on iOS 10+ or Android 5.0+. The browsers supported by OverDrive are

Chrome, Safari, Firefox, Edge (Chromium), and Internet Explorer 11. OverDrive digital content is also compatible with devices in accordance with the following chart:

Device	ebooks	audiobooks	magazines	Libby app
Kindle ereaders (all models, including Kindle, Paperwhite, Oasis, Kids, Paperwhite Kids)	✓			
Kindle Fire tablets (FireOS 5+)	✓	✓	✓	✓
Windows computers (Windows 8.1+)	✓	✓	✓	use libbyapp.com in browser
Mac computers (macOS 10.15+)	✓	✓	✓	use libbyapp.com in browser
Chromebooks (Chrome OS 41+)	✓	✓	✓	✓
Android phones and tablets (Android 5.0+)	✓	✓	✓	✓
iPhone and iPad (iOS 10+)	✓	✓	✓	✓
NOOK tablets (all models currently available: NOOK 10" HD Tablet Designed with Lenovo)	✓	✓	✓	✓
NOOK ereaders (all models currently available: GlowLight 4, GlowLight 3, GlowLight Plus)	✓			
Kobo ereaders (all models currently available: Sage, Libra 2, Elipsa, Forma, Clara HD, Nia)	✓			
Adobe-compatible ereaders (for example: PocketBook and Tolino ereaders)	✓			

D. Allow Library users to access the resources while physically onsite at any of the Library's locations.

Library patrons can access content via the Libby app on their personal device, or by going to www.libbyapp.com on any of the above-listed browsers. This includes while physically onsite at any of the Library's locations.

E. Provide access 24 hours a day, 365 days a year.

Both the Libby app and OverDrive's browser-based platform are available 24 hours a day, 7 days a week, 365 days a year.

F. Achieve and maintain a greater than 98% uptime over 12 months.

Libby has a 99.9% uptime. All known issues affective OverDrive services are tracked at status.overdrive.com.

G. Respond to technical issues within two business days.

OverDrive responds to all support inquiries within one (1) business day and strives to resolve all issues as quick as commercially possible. OverDrive applies a proven and rigorous approach to the handling and resolution of complaints. All complaints are logged internally on a ticketing system to ensure that the full details are captured. The tickets raised are evaluated to determine if their resolution will require new development and improvement of the system. Tickets are also reviewed to determine if clarifications need to be added to the OverDrive Help pages and documentation. Once the necessary action is determined, the complainant and affected customers are informed of the remedial action being taken and the likely timeline involved.

OverDrive also sends customer satisfaction surveys following support tickets and sends customer satisfaction when new products are released as well as at other intervals to monitor customer satisfaction. OverDrive carefully monitors customer feedback and allows customers to make development requests to ensure that the product offers the features that customers are seeking, and that those features work as expected.

H. Provide two business day advance notice when critical security updates are to be implemented, excluding emergency or unforeseeable events.

OverDrive provides notification to customers in their administrative OverDrive Marketplace accounts at least 2 business days in advance.

I. Provide promotional materials that describe the resources available.

As an existing library partner, Phoenix Public Library has a customized website, complete with a logo and custom colors. We also provide social media graphics for your use, as well as any customized marketing material that you might need. All marketing and promotional materials are free of charge. Additionally, the OverDrive Resource Center has a wide range of free resources to print, distribute, or share digitally. These include "Getting Started with Libby Guide," bookmarks, flyers, and a range of customizable graphics and templates.

J. Provide technical support at no additional cost to the Library.

Technical support with OverDrive is completely included at no charge to our partners and available 24/7. Patrons can go to help.libbyapp.com, or tap the Help link in the main menu of the app. Additionally, your dedicated OverDrive team includes a Product Support Specialist who is the main

contact for technology issues, general questions, and provides support to your OverDrive account manager.

K. Allow users of content targeted to those 18 years of age and up to opt out of receiving advertising or solicitations.

This requirement is not applicable, as OverDrive's services do not use advertising or solicitations.

L. Include content in either English or Spanish or both; additional content in other languages may be offered.

OverDrive offers millions of titles in over 100 languages, including Spanish.

M. Provide an English-language version of any resource interface, additional interface options are allowed.

Libby automatically uses the language that a patron's device or web browser is set to, as long as the language is supported in the app. Users can use Libby in a different language than their device by changing this in the settings menu. Supported languages include:

- Chinese (Simplified and Traditional)
- English
- French (Canada)
- German
- Italian
- Japanese
- Russian
- Spanish (Latin America)
- Swedish

N. Provide basic encryption for all user-hosted information.

OverDrive encrypts data in transit and at rest. Data is transit over the internet is protected using TLS. Data at rest is encrypted using industry standard algorithms, such as AES. OverDrive utilizes role-based access controls (RBACs) to ensure that only necessary employees have access to encryption keys.

The Libby App

Meet Libby

Libby is the award-winning app used by thousands of libraries around the world, enabling users to access and enjoy ebooks, audiobooks, magazines, and comics anytime.



PC Magazine's The Best Free Software of 2019

"The library is often-overlooked public resource (and some are modernizing quickly), but OverDrive brings it back into the fold with the newly redesigned, Libby.

POPULAR MECHANICS

The 20 Best Apps of the 2010s

"Listen up, the library is cool and we all secretly know it. But what's even cooler is that the OverDrive-created and owned Libby app lets you borrow e-books, audiobooks, music, and more for free.

TIME

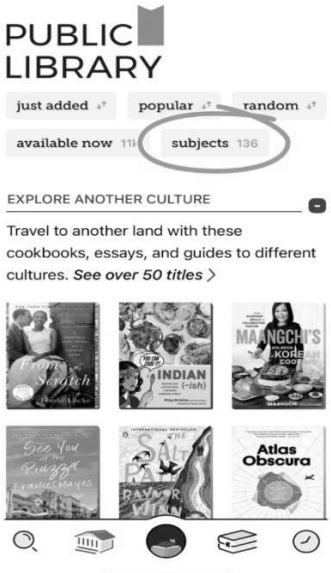
Time Magazine's Best iPhone and Android Apps of 2018

"Put your local library in your pocket with Libby, an ebook- and audiobook-borrowing app with a wealth of literary offerings available on demand.

Once a user has downloaded Libby, they simply follow the prompts to find their library and sign in with a library card to begin searching the catalog and borrowing books. To see all the library's subjects, tap the library building icon in the footer:



Then, tap **subjects** at the top of the screen. From there, tap a subject to browse its titles. Users can also tap **sort** to display them alphabetically or by number of titles (most to least).



To sort or filter search results or a specific list, users can:

- Tap the **books**, **audiobooks**, or **magazines** link at the top of a list to only show titles in that format.
- Tap **Refine**, then:
    - Tap **Format**, **Subject**, **Language**, **Audience**, **Supports**, or **Availability** to add filters.
    - Tap **Sort By** to choose another sort option.
    - Tap **Search Within Results** and enter a search term.

Libby is designed to be intuitive and easily customizable for users. There are a wide range of features, search capabilities, and functionalities to help users enjoy their digital reading experience. Additionally, help is always available at help.libbyapp.com.

User-Driven Features

Libby was built and designed with the user experience in mind. Our user-driven features include:

- Easy onboarding for new users
- A unified bookshelf for all loans and holds
- Support for multiple library cards
- Direct user support from OverDrive
- Best-in-class ebook reader and audiobook player
- Wish list syncing between the Phoenix Public Library website and the Libby app
- Push notifications
- Support for multiple world languages
- Access to “Extras,” including streaming video services, educational courses, and more
- Sonos speaker integration
- Apple CarPlay and Android Auto support
- Online book clubs (such as Big Library Read)
- Smart Tags, which can be used to track borrowed and sampled titles, favorite titles, titles you want to read, and more
- Custom preferences to filter the library’s catalog
- Customized download settings on the Libby app

Our development team is constantly adding new user features to Libby. All updates are automatically pushed down to the end user.

Checkouts and Holds

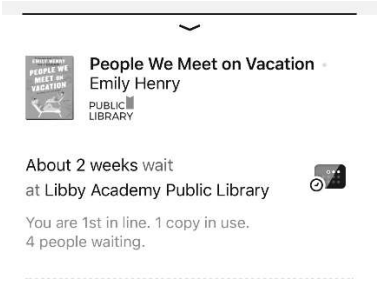
Loan periods are set by the library, and are customized through OverDrive Marketplace. We offer 7, 14, or 21 day lending periods for ebooks, audiobooks, and magazines.

If a book is unavailable, users can place a hold. To see the place in line for a hold, users can follow these steps:

1. Go to 
2. Tap **holds** at the top of the screen.
3. Tap your estimated wait time (next to the book cover)



Users can then see their place in line, the number of copies in use, and the number of people waiting.



Users can also return a book early if they have finished reading before the expiration of the loan period. Additionally, if the user has not finished before the end of the lending period, they may have the option to renew the title. Users will have the option to renew when 72 hours are left in the loan period. This counts as a separate checkout rather than an extension of the current loan, so the user can borrow the title again immediately after the current checkout expires. If there are existing holds, the user is placed on the wait list to borrow the title again as soon as possible.

One feature of Libby that helps users manage their bookshelf is the “hold redelivery” option. This feature gives users more control over their holds, so they can borrow and read titles when it’s most convenient for them. Here is how hold redelivery works:

- When a hold becomes available, a user will receive a notification and have 3 days to pick up the hold.
- The user can then borrow the hold, have it delivered later, or cancel it.
- When a user chooses to have a hold delivered later, they pick the earliest possible date to receive the title, keep their place in line, and pass the copy to the next person in line.
- After the “deliver later” date, the user will receive the next available copy.
- If a user takes no action during the hold pickup window, the “deliver after seven days” option will be automatically applied as a one-time courtesy.
- If the user takes no action a second time, their hold will be canceled.

The benefit of hold redelivery is that users can borrow and read titles when it’s convenient for them. Wait lists will move more efficiently as users pass books to the next person in line. And, of course, the next user in line will be delighted when the user ahead says “not now.” Users can also use the “suspend hold” feature before holds are ready to borrow. Hold suspension lets the user continue to move up the wait list without the hold becoming available to borrow. This means users can now manage their holds before and after they become available, giving even more flexibility and control.

Users have several ways they can receive notifications about their loans through Libby. Users can choose to be notified about loans about to expire, loans that have already expired, when a hold is ready, when a hold has lapsed, and more. They can opt for no notification, in-app notification, or push notification. If the device does not allow for push notifications, or if the user prefers to receive an email, they can select that option as well. The default setting is in-app notifications, which appear in the menu.



Accessibility

OverDrive is dedicated to creating "a world enlightened by reading" for *all* readers. OverDrive's mission is to provide services that are accessible and to provide an inclusive and user-friendly experience to every end user, every time.

The Web Content Accessibility Guidelines (WCAG) define requirements for designers and developers to improve accessibility for people with disabilities. With the goal of sustained accessibility in mind, all OverDrive apps are in the process of being updated to conform with the applicable WCAG 2.1 Level AA Success Criteria to the greatest extent possible. Though are goal is full compliance with all WCAG 2.1 Level AA Success Criteria, due to the nature of our service, certain limitations may exist. Known limitations include: Certain ebook content may not permit text-to-speech functionality and audiobook content will not permit speech-to-text functionality due to licensing restrictions from most supplying publishers.

OverDrive's library websites are compatible with native screen readers on desktop and mobile devices. This includes compatibility with most accessibility programs and apps, such as Android Accessibility Suite, VoiceOver for iOS, Narrator for Windows, JAWS, and NVDA. In addition to these screen reading capabilities, OverDrive's services offer the following accessible product features:

- High contrast option on the library website
- Native OS Dark Mode supported in Libby for devices operating Android 10+ or iOS 13+

- OpenDyslexic font option on the library website, as well built-in support via OverDrive Read for Libby
- Native OS text sizes supported in Libby for both iOS and Android devices
- Ebook font size options in Libby and at the library website
- Many ebooks in PDF and EPUB format, plus MP3 audiobooks, to provide a greater level of accessibility with assistive technology
- Alternative text at the library website
- Tab key navigation on the library website
- Keyboard shortcuts in OverDrive with OverDrive for Windows (desktop) and OverDrive for Windows 8/10
- ARIA labels providing additional contextual information are at the library website
- Keyboard shortcuts in Libby's ebook reader and audiobook player

Authentication

OverDrive's authentication options include Direct ILS/LMS authentication, LDAP authentication, custom HTTP authentication, library card manager, and federated authentication.

Content Restrictions

All digital content can be used according to the publisher-defined use model, the details of which are displayed in OverDrive Marketplace. Public performance of movies, such as showing a movie inside or outside of the library (whether or not for profit) is not permitted by the movie studios and suppliers. However, if you have selected a movie to show at an event, please contact your Account Manager and OverDrive will reach out to the movie supplier to try to get the necessary public performance rights for you. Read-aloud programs and virtual story time for ebooks and audiobooks is generally permitted. Here are best practices to keep in mind:

- The story time is not being conducted on a commercial basis and is free to attend
- Access to the story time is primarily for the library's patrons
- The story time reading is held live and is not saved and distributed or archived

If you have selected a book you would like to use for your program, and you know the name of the book's publisher, you can check whether the publisher has provided updated guidelines for online story-time programs here: https://docs.google.com/document/d/113E-0ffElTRoI7zsvk6gjxrAgepeD-JGAD55-ftSfrc/edit, and follow those. You do not need to contact OverDrive to request permission prior to conducting the program.

OverDrive does not restrict the number of books a patron can check out; that parameter is determined by the library. When a user checks out a book using the Libby app and has a WiFi connection, the book is downloaded to the user's device and is now available for offline use with the OverDrive Read format. This feature can be changed in Libby's settings. Users can also send ebooks to their Kindle when available, and newer Cobos use OverDrive Integration to sync with the shelf with the Kobo format is available. If the patron would like to read the title outside of Libby on an ereader as an EPUB or PDF, OverDrive has an option that allows for the download of the title in those formats: https://help.libbyapp.com/en-us/6059.htm. Audiobooks are available for downloading using the OverDrive Listen format with Libby.

Confidentiality and Privacy

OverDrive respects patrons' privacy. Most services are available without submitting much information to OverDrive. For public library patrons, a valid library card is all that is needed to use most services. However, in order to access certain features, other information is required, such as submitting an email address in order to place a hold on a digital content title.

OverDrive takes information security very seriously. We have implemented measures to protect against the loss, misuse, and alteration of patron information. The information is protected by physical, electronic, and procedural safeguards to prevent unauthorized disclosure. We encrypt the transmission of information using secure sockets layer (SSL) technology. We use computer safeguards such as firewalls and data encryption and physical access controls to our buildings and files. We authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

To view our privacy policy in full, please visit https://company.cdn.overdrive.com/policies/privacy-policy.htm?_ga=2.253614607.765612163.1672147128-e04f1554-10ea-4039-a12a-9f68f7494db1.

Reports and Usage Statistics

OverDrive offers many management reports to all library partners. The following statistical reports are available at any time for Library Administrators and Marketplace users with reporting permissions. These reports can be created by Marketplace users.

Merchandising Management: View all saved featured lists, used in Marketplace merchandizing. As needed, rename, edit or delete lists.

- Collection Usage Reports:
- Current Holds List: View titles your users have on hold.
- Checkouts Report: View One Copy/One User, Metered Access, Cost per circ and/or Simultaneous Use circulation data.
- Recommended titles: If you're using RTL, at your OverDrive website, use this report to review your user's recommendations and convert recommended titles into a cart in one click. Sortable by recommendations, member library and/or time period.
- Title Status and Usage: View details and circulation data for all titles in your collection. Includes One Copy/One User, Metered Access, Cost Per Circ, and/or Simultaneous Use titles.
- Most Viewed Titles: See the 50 most-viewed titles (based on visits to titles' details pages) at your OverDrive website.

Purchases & Subscriptions:

- Purchased Titles Summary: View details for all titles purchased within a specific date range. Includes One Copy/One User and Metered Access titles.
- Purchase Order History: View all purchase orders placed by library, including Holds Manager, RTL Manager, and Smart List purchases.
- Content Credit History: View all content credit purchased.
- Simultaneous Use Orders: View your library's Simultaneous Use subscriptions.
- MARC Records Orders: View all MARC record orders to date.

- Recalled Titles: There may be occasions when purchased content is recalled (for example, if the digital rights for a title were incorrect). View details on recalled content, including titles, purchase details, and credits issued.

User Statistics:

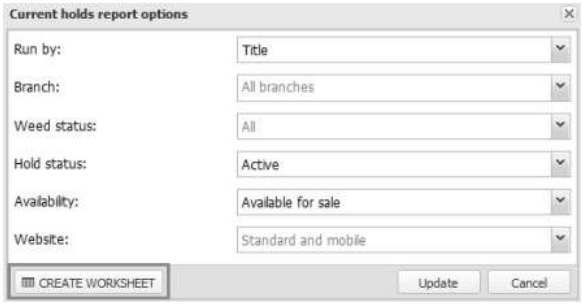
- Search Checkouts: Search your users' checkouts by barcode, title, or checkout ID. Reactivate download links.
- New Users: View new user registration by day, month or branch.
- User Visits & Page Views: View user traffic statistics, including active visits and page views.
- Unique User: View unique users' checkouts by day, month, and/or branches.

Website Statistics:

- Top Referrer URLs: See how users are finding your site. View the top 50 referral URLs from which your users access your digital library.
- Most Viewed Pages: See the 50 most-viewed pages at your OverDrive website.

For additional information about OverDrive's management reports, see:
https://help.marketplace.overdrive.com/categories/reports.htm

Reports can be run at any time by a user with the appropriate permissions. You can also export CSV files of reports in Marketplace for your convenience. This option is recommended for large reports, which may load slowly or time out in Marketplace. To export your report, enter your criteria in the "Report options" window, then click **Create worksheet**.



If you have already loaded the report in Marketplace, you can click **Create worksheet** in the top-right corner of the grid to export your results.

Collection Parameters

OverDrive has an unparalleled, extensive digital catalog with millions of ebooks and audiobooks in over 100 languages for selection from over 6,000 publishers, ensuring that readers of all ages have the content they desire. Our dedicated in-house Publisher Services team works with new and existing publishers to add thousands of new titles every month to the OverDrive Marketplace for purchase by the library.

Your OverDrive Team

Phoenix Public Library has an OverDrive Team dedicated to meeting the library's needs and exceeding expectations. This team consists of:

- Account Manager – main contact point between Phoenix Public Library and OverDrive
- Digital Content Librarian – usually has a background in library science or related field; main contact for collection development queries, content questions and requests, and curation requests
- Product Support Specialist – main contact for technology issues, general questions, and support to the Account Manager

Together, your OverDrive team will assist in developing the best collection possible from our catalog of over 5 million titles in 100 languages.

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City of Phoenix

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: Libby Help

Telephone Number: help.libbyapp.com

Alternate Contact: OverDrive Customer Service

Telephone Number: 866-269-5794

DocuSign Envelope ID: B83E838A-765F-4717-B9F0-7AA55E9C64FD

City of Phoenix

PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business will be an award factor in order to minimize the City's transportation and handling costs. If additional service locations are available or if different from the address in the Offer Section, enter below:

OverDrive is located at One OverDrive Way, Cleveland OH 44125.

However, for the purpose of minimizing the City's transportation and handling costs, please note that all goods and services are delivered digitally.

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City of Phoenix

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided library electronic resources and associated services listed in this solicitation for a period of 37 year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: Apache Junction Public Library
Name of Contact: Pam Harrison
Email Address: pstandhart@ajcity.net
Phone Number: 480-474-8615

Name of Company: Scottsdale Public Library
Name of Contact: Michelle Vorves Cabrales
Email Address: mvorvescabrales@scottsdaleaz.gov
Phone Number: 480-312-7323

Name of Company: Peoria Public Libraries
Name of Contact: Aaron Rostad
Email Address: Aaron.Rostad@peoriaaz.gov
Phone Number: 623-773-7568

DocuSign Envelope ID: B83E838A-765F-4717-B9F0-7AA55E9C64FD

City of Phoenix

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

☑ Contractor offers a prompt payment discount of either 0 ____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later**. Payment terms offering a discount will not be considered in the price evaluation of your offer.**

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank")**.** By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges**.** The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs**.** The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term**. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

DocuSign Envelope ID: B83E838A-765F-4717-B9F0-7AA55E9C64FD

City of Phoenix

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Erica Lazzaro	DocuSigned by: Erica Lazzaro 5DF276BA527A480...
Authorized Official Name	Signature
EVP & General Counsel	4/18/23
Title of Authorized Official	Date

DocuSign Envelope ID: B83E838A-765F-4717-B9F0-7AA55E9C64FD

City of Phoenix

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No.	21003738
Use Tax No. for Out-of-State Suppliers	N/A
City of Phoenix Sales Tax No.	N/A
Arizona Corporation Commission File No.	F17342665

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)	0003049357

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

DocuSigned by:
Erica Lazzaro
5DF276BA527A490...

Authorized Signature

4/18/23

Date

Erica Lazzaro, Executive Vice President & Gener

Print Name and Title
(President, Manager, Member)

OverDrive, Inc.

Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Name of Company:	OverDrive, Inc.
Address:	One OverDrive Way, Cleveland OH 44125
Authorized Signature:	DocuSigned by: Erica Lazzaro 5DF276BA527A490...
Print Name and Title:	Erica Lazzaro, Executive Vice President & General Counsel

City of Phoenix

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 158814--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate: Adriana Phillips
Title: Assistant Finance Director
Department: Finance Department

Attest:

this 30 day of June 2023

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Docusign Envelope ID: B64DD243-5D47-4E01-87F2-D1E962B9F2DE

City of Phoenix

CONTRACT AMENDMENT

Effective Date	March 1, 2025
Solicitation No.	RFQu 23-001
SRM/SAP Contract No.	4701009352
City Clerk Contract No.	158814
Ordinance No. and Date	S-49930, 6/28/2023
Amendment No.	001
Contract Title	Library Electronic Resources and Associated Services
Contractor	OverDrive, Inc.
Contractor Email	SEverett@overdrive.com
Buyer Name	Margie Vasquez
Telephone No.	(602) 262-7794
Buyer Email	Margie.Vasquez@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Pursuant to the Agreement, Standard Terms and Conditions, Section 5.5 Contract Changes, subparagraph A. Contract Amendment, this contract is hereby amended to identify the consortium member libraries and clarify the payment of Item 1. Annual Platform Fee.

   A. Consortium Member Libraries: The City of Phoenix (Phoenix Public Library); the Maricopa County Library District; Apache Junction, Peoria, Mesa, Glendale, Scottsdale, and Casa Grande (collectively, “Other Libraries”).

   B. The Annual Platform Fee of $36,000 is divided evenly between the eight (8) consortium member libraries of the Greater Phoenix Digital Library, which are listed in paragraph 1.A. Each consortium member will pay their Annual Platform Fee, as listed in the table immediately below this paragraph, directly to the Contractor.

   OverDrive Pricing:

Item	Platform Fee and Digital Subscriptions	Cost Per Year	Description
1	Annual Platform Fee	$ 4,500.00	OverDrive Annual Hosting and Maintenance

2. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Agreement will govern to the extent necessary to support the intent of the Agreement.

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City of Phoenix

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

"City"

City of Phoenix,
A municipal corporation
Jeffrey Barton, City Manager

By: _____

Adriana Phillips
Assistant Finance Director

"Contractor"

OverDrive, Inc.

Contractor acknowledges receipt of an agreement with the amendment. A signed copy must be returned to the Finance Department, Central Procurement

By: DocuSigned by: Erica Lazzaro 5DF276BA527A480...

Name: Erica Lazzaro

Title: Executive Vice President & General Counsel

Date: 2/27/2025

Attest:

_____ this 12 day of March 2025
City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: Karen Stillwell
Karen Stillwell (Mar 12, 2025 06:41 PDT)

Karen L. Stillwell Mar 12, 2025
Assistant Chief Counsel

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
OVERDRIVE, INC.

EXHIBIT B
Scope of Work

To provide popular and educational eBooks, audiobooks, magazines and video through Overdrive's platform and delivery for library uses to enjoy digital content on nearly any device.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
OVERDRIVE, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and Amount of Compensation is set forth per Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $105,000 annually or $315,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Glendale must not to exceed the amount of $105,000 for the Overdrive advantage plan, which includes the $4,500 annual platform fee for the Greater Phoenix Digital Library.

Overdrive, Inc. - Linking Agreement with Phoenix

Final Audit Report 2025-06-12

Created:	2025-06-11
By:	Natalie Menges (nmenges@glendaleaz.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg58HSUPcG-4wxfMHyxAuM_DhnCGJCBaO

"Overdrive, Inc. - Linking Agreement with Phoenix" History

Document created by Natalie Menges (nmenges@glendaleaz.com)
2025-06-11 - 9:38:08 PM GMT

Document emailed to Erica Lazzaro (severett@overdrive.com) for signature
2025-06-11 - 9:38:12 PM GMT

Email viewed by Erica Lazzaro (severett@overdrive.com)
2025-06-11 - 9:42:47 PM GMT

Document signing delegated to Erica Lazzaro (legalteam@overdrive.com) by Erica Lazzaro (severett@overdrive.com)
2025-06-11 - 9:45:10 PM GMT

Document emailed to Erica Lazzaro (legalteam@overdrive.com) for signature
2025-06-11 - 9:45:11 PM GMT

Email viewed by Erica Lazzaro (legalteam@overdrive.com)
2025-06-12 - 1:01:38 AM GMT

Document e-signed by Erica Lazzaro (legalteam@overdrive.com)
Signature Date: 2025-06-12 - 2:50:05 PM GMT - Time Source: server

Agreement completed.
2025-06-12 - 2:50:05 PM GMT

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: Overdrive, Inc. Linking Agreement	
Previous Council Approval: ☐ Yes ☒ No Date:	Vendor Name: Overdrive, Inc.	
☐ Under $100,000 ☒ $100,000 or over (Council Approval Required)	City's Financial Responsibility/Amount of Contract: $ 315,000.00	
Meeting Date: 06/24/2025	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: Menges, Natalie (Library)	Phone: (623) 930-3587	Date: 06/10/2025

**********CITY ATTORNEY'S OFFICE USE ONLY**********

Date Received: 06/10/2025	Assigned Attorney: Hamblin, Michael
Date Approved: 06/11/2025	Approved By: Hamblin, Michael
Ordinance or Resolution Required: ☐ Ordinance Attached ☐ Resolution Attached	
Attorney's Notes/Comments:	

**********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