

**SERIAL 05189 RFP ELECTRONIC DATA BASE PRODUCTS AND SERVICES
Scholastic Contract**

DATE OF LAST REVISION: May 17, 2006

CONTRACT END DATE: May 31, 2016

CONTRACT PERIOD THROUGH MAY 31, 2016

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC DATA BASE PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 17, 2006 (Eff. 06/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
Susan Varscak, Library District
Mirheta Muslic, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 05189-RFP

This Contract is entered into this 17th day of May, 2006 by and between Maricopa County Library District ("District"), a political subdivision of the State of Arizona, and Scholastic Library Publishing, Inc., a Connecticut corporation ("Contractor") for the purchase of Electronic Data Base Products and Services.

1.0 TERM

- 1.1 This Contract, whereby, District will license referenced Grolier on-line databases, is for a term of ten (10) years, beginning on the 18th day of May, 2006 and ending the 31st day of May, 2016.
- 1.2 The District may, at its option and with the agreement of the Contractor, extend the period of this Contract annually for five (5) additional one (1)-year terms to a maximum of fifteen (15) years. The District shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, District shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made after the District's receipt of a properly completed invoice. Payment terms shall be Net 30 days. Payment terms shall be Net 30 Days. Invoices shall follow the billing instructions contained in the account set-up. The District will establish the account set-up in concert with the Contractor.

3.0 DUTIES

The Contractor shall perform all duties stated in Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused

by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of District.

4.2 WARRANTY AND INDEMNIFICATION – COPYRIGHT:

Contractor warrants and represents that it has the full right, power and authority to enter into this Contract and to grant the rights granted herein. District’s inclusion and use of the Material in connection with the terms hereof will not violate any rights of any kind or nature whatsoever of any third party. Contractor shall indemnify and hold harmless District, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fee), arising out of or in any way connected with any breach of any representation or warranty made by Contractor herein.

4.3 WARRANTY AND INDEMNIFICATION – USE OF INTERNET:

Contractor shall indemnify and hold County harmless from and against any claims, liabilities, damages and expenses, including, without limitation, reasonable attorney’s fees relating to or arising out of Contractor’s breach of any of its material obligations under this Contract. Contractor shall not be liable for any third party claims based upon or arising from County’s negligent operation of the System or for any indirect, incidental or consequential damages arising from the use of or inability to use the System attributable to County’s negligence, provided that Contractor is not also negligent.

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to pay via purchase order or through use of a MasterCard Procurement Card as best meets the needs of the Library District.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For District:

Maricopa County Library District
Attn: Director
17811 N. 32nd Street
Phoenix, Arizona 85032
Telephone: 602-506-5751
Fax: 602-506-4689
E-mail: harrycourtright@mcl.d.maricopa.gov

For Contractor:

Judith Bisbee
Project Manager
90 Old Sherman Turnpike
Danbury, Connecticut 06816
Telephone: (203) 797-3961
Facsimile: (203) 797-3233
Email: jbisbee@scholasticlibrary.com

Copy to: Scholastic Legal Department
90 Old Sherman Turnpike
Danbury, Connecticut 06816

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when District identifies a need and issues a purchase order or a written notice to proceed.

4.6.2 District reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the District agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The District will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

4.7 PRICE ADJUSTMENTS:

Reasonable price adjustments, if any, must be submitted sixty (60) days prior to the Contract anniversary date, beginning after Year Two of the Contract. Requests for adjustment in cost of service-related labor, copyright, licensing and/or materials will be supported by appropriate documentation. If District agrees to the adjusted price terms, District shall issue written approval of the change. The reasonableness of any price adjustment will be in alignment with the Consumer Price Index after the second and subsequent Contract years.

4.8 TERMINATION FOR CONVENIENCE:

The District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the District upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

4.9.1 In addition to the rights reserved in the Contract, the District may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor, along with 30 days opportunity to cure.

4.9.2 The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate. Materials or services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District in procurement materials or services in substitution for those due from the Contractor.

4.9.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the District, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Contract Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract and Grolier Online Licensing Agreement must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The District, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse District for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, District determines that a cost for which payment has been made is a disallowed cost, such as overpayment, District shall notify the Contractor in writing of the disallowance. District shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

Subject to the terms of the Contractor's Online License Agreement, the District shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. Upon expiration or termination of this Contract, District will not retain any rights to the database(s) included in this Contract.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.22 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail.

4.23 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.23.1 Exhibit A, Pricing.

4.23.2 Exhibit B, Scope of Work

4.23.3 Exhibit C, Grolier Online License Agreement.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Allison Henderson
AUTHORIZED SIGNATURE

Allison Henderson, Vice President, Finance
PRINTED NAME AND TITLE

90 Old Sherman Turnpike, Danbury, CT 06816
ADDRESS

04/11/06
DATE

MARICOPA COUNTY LIBRARY DISTRICT

BY: _____
DIRECTOR, LIBRARY DISTRICT

DATE

BY: Don Stapley
CHAIRMAN, BOARD OF DIRECTORS

MAY 23 2006
DATE

ATTESTED:

Ron Pacini
DEPUTY CLERK OF THE BOARD 051706

MAY 23 2006
DATE

APPROVED AS TO FORM:

Otis Smith
DEPUTY MARICOPA COUNTY ATTORNEY

5/22/06
DATE

SERIAL 05189-RFP

PRICING SHEET: NIGP 95635, B0604225

BIDDER NAME: Scholastic Library Publishing, Inc.
 VENDOR # : W000001977
 BIDDER ADDRESS: 90 Old Sherman Turnpike, Danbury, CT 06816
 P.O. ADDRESS: PO Box 1795 Danbury, CT 06816
 BIDDER PHONE #: 203-797-3961
 BIDDER FAX #: 203-797-3233
 COMPANY WEB SITE: www.scholastic.com/librarypublishing
 COMPANY CONTACT (REP): Judith Bisbee, RFP Project Manager
 E-MAIL ADDRESS (REP): jbisbee@scholasticlibrary.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO *We accept Visa and MasterCard. We do not accept American Express.

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO N/A
% REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

NET 10 _____
 NET 15 _____
 NET 20 _____
 NET 30 Net 30 _____
 NET 45 _____
 NET 60 _____
 NET 90 _____
 2% 10 DAYS NET 30 _____
 1% 10 DAYS NET 30 _____
 2% 30 DAYS NET 31 _____
 1% 30 DAYS NET 31 _____
 5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

NEWSPAPER ADVERTISEMENT
 MARICOPA COUNTY WEB SITE
 PRE-SOLICITATION NOTICE (POST CARD)
 E-MAIL
 OTHER (PLEASE SPECIFY)

1.0 PRICES FOR MARICOPA COUNTY ONLY

| <u>ITEM DESCRIPTION</u> | <u>PRICES BASED ON POPULATION</u> | | <u>% OFF LIST</u> |
|---|-----------------------------------|-------------|-------------------|
| | List Price | Cost | |
| 1.1 GO Core Database Suite | \$323,783 | \$69,352 | 78.5% |
| 1.2 Popular Science | \$46,091 | \$15,000 | 67.5% |
| 1.3 La Nueva Enciclopedia Cumbre | \$46,091 | \$15,000 | 67.5% |

2.0 PRICES STATEWIDE (INCLUDING MARICOPA COUNTY)

| <u>ITEM DESCRIPTION</u> | <u>PRICES BASED ON POPULATION</u> | | <u>% OFF LIST</u> |
|---|--|-------------|--------------------------|
| | List Price | Cost | |
| 2.1 GO Core Database Suite | \$474,536 | \$102,225 | 78.5% |
| 2.2 Popular Science | \$61,682 | \$20,046 | 67.5% |
| 2.3 La Nueva Enciclopedia Cumbre | \$61,682 | \$20,046 | 67.5% |

SCHOLASTIC LIBRARY PUBLISHING, INC.

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

- 1.1 This Contract is for electronic products and services. Products and services provided under this Contract will also become accessible for licensing by other public libraries throughout the State of Arizona. Contractor's products and services shall allow for unlimited, simultaneous access for users.
- 1.2 New contractors may be added to the County's contract(s) for these services during the term of this Contract as appropriate in order to meet the continuing needs of the Library District.

2.0 SCOPE OF SERVICES:

- 2.1 Contractor shall make the following Core Subject Areas available, via the internet, to all public libraries located within Maricopa County from inside the libraries and, if applicable, via remote customer access. Maricopa County, in partnership with other government entities, has the option of extending this service to all public libraries throughout the State of Arizona. Additional Core Subject Areas may be added to this Contract as funding becomes available.

- 2.1.1 Grolier Online Core Database Suite.

- 2.1.2 The New Book of Popular Science.

- 2.1.3 La Nueva Enciclopedia Cumbre

2.2 COPYRIGHT:

The Contractor is responsible to legally obtain copyright to items offered in the products.

2.3 TAX:

- 2.3.1 Libraries in the State of Arizona are exempt from any out-of-state tax on the purchase of books, electronic information and audio/visual materials. Tax Exempt numbers are not issued by the County. A copy of the Arizona Law providing this exemption will be provided at the time of account set-up.

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

- 2.3.3 No tax on labor services:

2.4 SERVICE DELIVERY:

It shall be the Contractor's responsibility to meet the service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

SCHOLASTIC LIBRARY PUBLISHING, INC.

EXHIBIT B

SCOPE OF WORK

2.5 TRAINING:

Contractor will provide training, at no additional cost, to Library staff in the use of Contractor's online databases at locations agreed upon by the individual library system and Contractor, at mutually agreed upon dates and times, on an as-needed basis. Equipment, location of training and publicity of training will be the responsibility of the individual library system.

Additional training will be conducted annually or when there is a major change to the database(s) user interface upon request at no additional cost to County.

2.6 STATISTICS:

Contractor shall provide or make available monthly usage statistics per library at no additional cost to the libraries.

2.7 REMOTE ACCESS:

Contractor shall provide remote access to authenticated library users.

2.8 SIMULTANEOUS USERS:

Contractor shall provide unlimited, simultaneous users access.

Grolier Online

Exhibit C. GROLIER ONLINE LICENSE AGREEMENT

Agreement dated May 18th, 2006 ending May 31st, 2016 by and between Scholastic Library Publishing, Inc., 90 Old Sherman Turnpike, Danbury, Connecticut 06816 ("Scholastic Library Publishing") and Maricopa County ("Licensee") concerning access to Grolier Online ("Database") specified below on Schedule A, hereto made a part hereof.

1. GRANT: In consideration of Licensee's agreement to the terms hereof, including payment of the license fee set forth in paragraph 3 hereof, Scholastic Library Publishing hereby grants to Licensee the nonexclusive, nontransferable right to access and use the Database during the Term solely in strict accordance with the terms hereof. All rights not expressly granted herein are reserved to Scholastic Library Publishing.

2. TERM. The term of this Agreement shall be for one year or for a period as set forth in Schedule A. Renewals shall be as agreed in writing.

3. LICENSE FEE: In consideration of the rights granted hereunder, Licensee shall pay to Scholastic Library Publishing the license fee in the amount and on the payment terms as set forth in Schedule A.

4. CONDITIONS OF USE. The Database contains copyrighted and other proprietary materials. Licensee shall not reproduce the Database in whole or in part by any means without the express prior written consent of Scholastic Library Publishing, provided, however, that the Database provides the ability to save and print portions thereof for the personal, noncommercial use of the Licensee, preserving all copyright notices embedded within those portions.

Remote access is permitted under the terms of this Agreement to authorized members of the user community of the Licensee, as defined in Schedule A. However, remote access shall not be permitted from any public or private third-party educational facility or library institution other than those of the Licensee.



Scholastic Library Publishing
Grolier • Children's Press • Franklin Watts • Grolier Online
90 Old Sherman Turnpike, Danbury, CT 06816
800-621-1115 Fax 866-783-4367
Easy ordering at www.scholastic.com/librarypublishing

5. AUTHORIZED USE: The license granted hereunder for the Database is for the unlimited use of the user community defined in Schedule A. Licensee represents and warrants that the user population and site data provided in Schedule A are true and accurate representations of same.

Licensee shall take all reasonable security measures to prevent unauthorized access to the Database as established and maintained by Licensee. At all times hereunder, Licensee shall remain liable for ensuring that all authorized use shall be in compliance with the terms of this Agreement. Licensee shall not sublicense, lease, rent, sell, donate, assign or transfer the Database or the rights granted hereunder or make copies of the Database except as expressly authorized hereunder.

6. CONTENT AND COPYRIGHT: Licensee acknowledges and agrees that all copyrights, trade secrets, patents and other intellectual property rights in and to the database are and shall remain vested in Scholastic Library Publishing and its designees. Licensee shall not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in 4 hereof), create new works from, distribute, perform, display or in any way exploit, any of the database content in whole or in part.

7. LIMITATION OF LIABILITY/DISCLAIMER:

EXCEPT AS SET FORTH IN THIS PARAGRAPH 7, THE DATABASE IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND. SCHOLASTIC LIBRARY PUBLISHING EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO ITS QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SCHOLASTIC LIBRARY PUBLISHING DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DATABASE ARE ERROR FREE OR THAT DEFECTS IN THE DATABASE WILL BE CORRECTED. THE LICENSEE SHALL BEAR THE ENTIRE RISK RELATING TO QUALITY, PERFORMANCE AND SUITABILITY OF THE DATABASE. SCHOLASTIC LIBRARY PUBLISHING DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE DATABASE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY THIRD-PARTY CONTENT ACCESSED THROUGH HYPERTEXT LINKS IN THE DATABASE. SCHOLASTIC LIBRARY PUBLISHING EXPRESSLY DISCLAIMS ANY ENDORSEMENT OF, RESPONSIBILITY FOR, OR RELATIONSHIP OF ANY KIND WITH ANY THIRD-PARTY SITES ACCESSIBLE THROUGH HYPERTEXT LINKS. NO ADVICE BY SCHOLASTIC LIBRARY PUBLISHING OR A SCHOLASTIC LIBRARY PUBLISHING-AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

Scholastic Library Publishing represents and warrants that Licensee's use of the Database in accordance with the terms of this Agreement shall not infringe any copyright or trademark rights of third parties. Scholastic Library Publishing hereby indemnifies and holds Licensee harmless from and against any loss or liability arising out of Scholastic Library Publishing's breach or breach alleged by a third party of Scholastic Library Publishing's warranty hereunder, provided that



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90 Old Sherman Turnpike, Danbury, CT 06816
800-621-1115 Fax 866-283-4361
Easy ordering at www.scholastic.com/librarypublishing

Scholastic Library Publishing is given timely notice of such claimed breach and is allowed to control the defense thereof. Except as set forth herein, Scholastic Library Publishing shall in no event be liable for any direct, indirect, incidental, or consequential damages arising out of or in connection with the use, inability to use, or the performance of the Database. In no event shall Scholastic Library Publishing's liability exceed the license fees paid hereunder.

8. TERMINATION:

This Agreement is for the term stipulated in paragraph 2. Except as specifically set forth herein, no refund or rebate of license fees paid by the Licensee shall be made for any portion of the term in which the Licensee elects not to use the Database. Notwithstanding the forgoing, in the event the term of this license is for a period greater than one year, Licensee may terminate this agreement upon written notice provided to Scholastic Library Publishing no later than 60 days prior to the close of any contract year hereof, in which event Scholastic Library Publishing shall rebate any fees paid for any contract year following the one in which Licensee elects to terminate this Agreement.

Scholastic Library Publishing may terminate this Agreement for any or no reason upon 60 days written notice, in which case, all previously paid fees representing unused portions of the term of this license shall be repaid to the Licensee.

9. GENERAL TERMS:

a. Governing Law - This Agreement shall in all respects be construed and governed by the internal laws of the Arizona.

b. Complete Agreement - This Agreement is the complete agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except in a writing signed by both parties.

c. Severability - The terms of this Agreement are severable, and the invalidity of any provision of this Agreement shall not affect the validity of any other provisions.

d. Confidentiality - Licensee acknowledges and agrees that the terms and conditions of this Agreement (including but not limited to pricing) shall be kept confidential at all times, and Licensee shall not use or divulge such knowledge to any third party without Scholastic Library Publishing's prior written permission. The terms of this paragraph shall survive the expiration or earlier termination of this agreement.

For LICENSEE: _____ For SCHOLASTIC: _____

TITLE: _____ TITLE: _____



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Easy ordering at www.scholastic.com/librarypublishing

SCHEDULE A

I. LICENSEE

LICENSEE (BILL TO) Maricopa County LIBRARY DISTRICT

AS AGENT (Authorizing Person's name) HARRY COURTRIGHT

ADDRESS 17811 N. 32ND STREET

CITY PHOENIX STATE AZ ZIP 85032 TELEPHONE 602-506-5751

EMAIL harrycourtright@mcid.maricopa.gov FAX 602-506-4689

TECHNICAL CONTACT _____ EMAIL _____ TELEPHONE _____

II. DATABASES LICENSED

- GROLIER ONLINE - COMPLETE PACKAGE**
- ENCYCLOPEDIA AMERICANA
- GROLIER MULTIMEDIA ENCYCLOPEDIA
- THE NEW BOOK OF KNOWLEDGE
- LA NUEVA ENCICLOPEDIA CUMBRE
- THE NEW BOOK OF POPULAR SCIENCE
- LANDS AND PEOPLES
- AMERICA THE BEAUTIFUL



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III. LICENSE TERM

TERM: 10 year(s), Start Date: May 18, 2006 End Date: May 31, 2016
beginning from date of delivery (authentication).

IV. LICENSE FEES

BASE FEE: Licensee agrees to pay Scholastic Library Publishing the sum of \$ 99,352 (Year 1 – Maricopa Only per Attachment A) as a fee for access to Grolier Online by patrons of the institution(s) listed in Section I of this Schedule. This fee licenses (a) on-site use only for patrons of public libraries and (b) both on-site and remote access, where technically feasible, for schools and institutions of higher education.

TOTAL LICENSE FEE: \$ 99,352/yr P.O. no. _____ (if applicable).

V. LICENSES

License to the Databases specified in Section II of this Agreement is granted to the sites and/or user populations listed below and shall be subject to the exceptions or limitations listed below under "Other Conditions." **Please list each site to be licensed below.**

Note: It is imperative that you list any/all sites below for which you wish to license access to Grolier Online.

If there is not sufficient space to list all sites, please submit them under separate cover. Grolier Online also welcomes receiving this information electronically via an MS Excel file. Other sites and/or populations may be added to the license only under the terms of an AMENDED AGREEMENT. If you have questions regarding the submission of the licensed site information, please call Grolier Online customer service at 888-326-6546.

| Institution Name | User Pop* | Librarian Name & Telephone Number |
|------------------|-----------|-----------------------------------|
| | | |
| Email Address | | IP Address |



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 Easy ordering at www.scholastic.com/librarypublishing

| | | |
|------------------|-----------|-----------------------------------|
| | | |
| Institution Name | User Pop* | Librarian Name & Telephone Number |
| | | |
| Email Address | | IP Address |
| | | |

| | | |
|------------------|-----------|-----------------------------------|
| | | |
| Institution Name | User Pop* | Librarian Name & Telephone Number |
| | | |
| Email Address | | IP Address |
| | | |

| | | |
|------------------|-----------|-----------------------------------|
| | | |
| Institution Name | User Pop* | Librarian Name & Telephone Number |
| | | |
| Email Address | | IP Address |
| | | |

| | | |
|------------------|-----------|-----------------------------------|
| | | |
| Institution Name | User Pop* | Librarian Name & Telephone Number |
| | | |
| Email Address | | IP Address |
| | | |

*For public libraries, list population of legal service area.

The information requested within Schedule A & B is required to properly authenticate your account.



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SCHEDULE B

I. CONNECTIVITY

The information below is required to properly authenticate your account.

1. IP Addresses:

What is the PUBLIC IP address, or address range, for the user group(s) covered under this Agreement?

Note: If you will require user statistics for individual sites, you must provide a unique, public IP address or address range for each site.

Select one of the following:

- (a) Are the addresses listed above shared with nonsubscribing sites? _____
- (b) Exclusive to the licensed site(s)? _____

To verify the information provided, go to a workstation on the network to be authenticated and point your browser at <http://gi.grolier.com/cgi-bin/capipinfo.pl>. The address listed at the top of the form is what the Internet sees from your site.)

2. Your Web Site:

If your library has a Web site, you may be able to use it to establish on-site and/or remote access to Grolier Online.

- (a) Does the licensing institution maintain a Web site for its patrons?
 Yes _____ No _____
- (b) If yes, please provide the url of the page from which you want users to link to Grolier Online: <http://> _____



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(c) Is access to this page secure, that is, is access to this page restricted to the licensed user community?

Yes _____ No _____

VIII. OTHER CONDITIONS

List other conditions here: _____

___ Please check here to opt-out of receiving product updates and email promotions

For LICENSEE: _____ For SCHOLASTIC: _____

TITLE: _____ TITLE: _____

For questions please call:
888-326-6546

Please note that we cannot complete your subscription until we receive information from you regarding your Internet connectivity. Please point your browser at gi.grolier.com/golla/cap.html and fill out our Customer Access Profile form. This information will allow us to authenticate your library quickly and easily.

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203-797-3285

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| E-mail Address: | jbisbee@scholasticlibrary.com |
| Company Web Site: | www.scholastic.com |
| Contract Period: | To cover the period ending May 31, 2016. |