

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

460009193  
CM:2008-1231

**AGREEMENT FOR SUBSCRIPTION SERVICES**

**I. PARTIES**

A. Address

**THIS AGREEMENT FOR SUBSCRIPTION SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **EBSCO INDUSTRIES, INC.** ("Contractor"), a Delaware corporation doing business in Texas as EBSCO Information Services, a Division of EBSCO INDUSTRIES, INC.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City  
Director, Houston Public Library  
or Designee  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

Contractor  
Ebsco Industries, Inc.  
10170 Church Ranch Way, Ste. 450  
Westminster, Colorado 80021

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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- A. Scope of Services**
- B. Equal Employment Opportunity**
- C. Drug Policy Compliance Agreement**
- D. No Safety Impact Positions**
- E. Drug Policy Compliance Declaration**
- F. Pay or Play**

C. Parts Incorporated

The above-described sections and exhibits are incorporated into this Agreement.

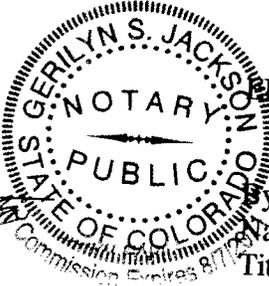
D. Controlling Parts

In the event of any conflict or inconsistency between or among the provisions of the main body of this Agreement and the provisions of the Exhibits attached hereto, the main body shall control over the Exhibits:

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:



By: Gerilyn S. Jackson  
Name: GERILYN S JACKSON  
Title: MGR

EBSCO INDUSTRIES, INC.

By: Stanley G. Terry  
Name: Stanley G Terry  
Title: VICE-PRESIDENT  
TAX ID NO. 63-6014186

ATTEST/SEAL:

[Signature]

City Secretary

CITY OF HOUSTON, TEXAS  
Signed by:

Bill White  
Mayor

Amayda Ullrich

APPROVED:

[Signature]  
Director, Houston Public Library

COUNTERSIGNED BY:

Annise D. Parker

City Controller Madeline P. Appel

APPROVED AS TO FORM:

Mary M Keall  
Sr. Assistant City Attorney  
L.D. File No. 0410800015001

DATE COUNTERSIGNED:

1-9-09

APPROVED:

[Signature]  
City Purchasing Agent

## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contract Year" means the twelve month period commencing on the Countersignature Date and ending twelve months thereafter.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means the Director of Houston Public Library, or the person he or she designates or the City's Purchasing Agent or his or her designee.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

### III. DUTIES OF CONTRACTOR

#### A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A."

#### B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

#### C. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR TWO YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

**D. INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR BOOKS, PERIODICALS, AUDIO OR

**VIDEO MATERIALS ("DOCUMENTS") CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.**

**CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE. CONTRACTOR DOES NOT INDEMNIFY THE CITY IN THE EVENT OF FORCE MAJEURE.**

**E. SUBCONTRACTOR'S INDEMNITY**

**CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**F. INDEMNIFICATION PROCEDURES**

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or

not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

G. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Minimum Insurance Requirements. Contractor shall maintain the following insurance coverage in the following amounts:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$100,000 (each accident) Bodily Injury by Disease \$100,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 aggregate

Automobile Liability Insurance  
(for vehicles Contractor  
uses in performing under this  
Agreement, including Employer's  
Non-Ownership and Hired Auto  
Coverage)

\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

(2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

(3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.

(4) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

(5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

(6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage

below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(7) Subrogation. Each policy, except Professional Liability (if any), must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

(8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

(11) Proof of Insurance.

(a) Prior to execution of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall

furnish the City with certified copies of Contractor's actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

1. immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
2. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

H. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

I. Compliance with Equal Opportunity Ordinance

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "B".

J. Performance & Payment Bonds

Each year of the Agreement, Contractor shall furnish both, a performance bond and a Payment bond for \$500,000 each, conditioned on the Contractor's full and timely performance of the Agreement, along with payment of subcontractors. The bonds must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department, or re-insured for any liability in excess of \$500,000 by a re-insurer listed on the U.S. Treasury list. The City shall pay Contractor \$5,000 per-year for each bond. Contractor shall not increase the charge to the City for the bonds by more than 1% per-year.

K. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

(a) a copy of its drug-free workplace policy,

- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

L. Contractor Performance

Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, and efficient and neat in appearance at all times, and committed to offering the highest degree of service to the public. If, in the Director's

determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

M. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

#### IV. DUTIES OF CITY

A. Payment Terms

Subject to all terms and conditions of this Agreement, the City shall pay for subscription services to the City of Houston Public Library at publisher's final accepted price. Contractor shall not raise its fees during the initial three year Agreement Term. If Contractor proposes to raise prices during the renewal term(s), Contractor shall give the Director 12 months advance notice of the price increase.

Contractor may charge the City an additional amount for receiving late payments from the City which will be 1% per month of the unpaid balance if over 90 days past due or the amount authorized by applicable Texas law whichever is less.

Net title fee of twelve dollars applies to titles for which Contractor receives no discount.

Should the Library choose to subscribe, Contractor shall provide Ebsco A-Z Service with Linksource + MARC Updates (Scope of Service 11. 9.) to the City at a 50% discount from the annual cost listed in the following table:

Pricing for A-to-Z with Linksource + MARC Updates:

Resource Count of 0-6,000: \$1,000 + \$3,500 + \$1,000

Resource Count of 6,001-10,000: \$1,500 + \$4,000 + \$1,500

Resource Count of 10,001-20,000: \$2,000 + \$5,200 + \$2,000

Resource Count of 20,001-30,000: \$3,000 + \$8,000 + \$3,000

Resource Count of 30,001-40,000: \$3,750 + \$9,750 + \$3,750

Resource Count of 40,001 plus: \$4,500 + \$11,500 + \$4,500

Contractor shall not increase the Linksource + MARC Updates prices listed above for the entire term of this Agreement.

- Contractor shall provide Ebsco Electronic Journal Enhanced Service at an annual cost of \$1000.00.

The Contractor shall be paid on the basis of invoices submitted by the Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to the Contractor within 30 days of the receipt and approval by the Director of such invoices. If any items in any invoices submitted by the Contractor are disputed by the Director for any reason, including lack of supporting documentation, the City shall temporarily delete the disputed item and pay the remaining amount of the invoice. The City shall notify the Contractor within 30 days of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, the Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of

any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$450,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

D. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

E. Changes

In the event City reduces subscriptions by 25% or more in any Contract Year after the first Contract Year Contractor shall have the right to terminate for cause as in Article V. E

## V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on Countersignature Date and remains in effect for three years (the Initial Term), unless sooner terminated under this Agreement.

B. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-

year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement that have not been prepaid by the City. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director shall deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date; the optional extension period shall be at least 45 days. If the Director allows Contractor to cure the default and Contractor does so to the Directors satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default within 45 days, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

E. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

F. Extension

Upon written notice from the Director to the Contractor, the term of this Agreement may be extended ninety (90) days for the completion of services herewith or the provision of additional related services, if sufficient funds are allocated for such services.

## VI. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

C. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

D. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

E. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

F. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

G. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

H. Inspections and Audits

City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

I. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

J. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

K. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

L. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

R. Force Majeure

Contractor's obligation to complete performance of the Agreement shall not be terminated or excused on account of any claim that a cause of delay was not foreseeable or was beyond its control, including but not limited to fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders , and the acts of superior governmental or military authority.

S. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

## EXHIBIT "A"

### SCOPE OF SERVICES

#### 1.0 INTRODUCTION:

- 1.1 The Houston Public Library ("Library") currently has approximately 5,000 print subscriptions to 1,250 unique titles (Attachment 1) which includes periodicals, e-journals, serials, and newspapers (including non-English language materials requested).
- 1.2 The Library shall supply Contractor a list of all agency symbols and their corresponding names and addresses. During the period of the Contract, the Library may make changes to the list of subscriptions, including adding or deleting titles and agency ship-to addresses, and changing the number of copies ordered.
- 1.3 The Library utilizes the "Innovative Interfaces, Inc. (III) Integrated Library System."
- 1.4 The word agency as used herein refers to Houston Public Library branches or departments within the Central Library or administrative offices.

#### 2.0 INITIAL ORDER:

- 2.1 Attachment I (Serials Pricing List) lists the titles to be included in the Library's initial order under this Contract.
- 2.2 Within eight (8) weeks after the countersignature date and upon receiving the Library's detailed list of subscription addresses, Contractor shall notify Library of the placement of subscriptions with publishers, both in writing and electronically. Notification shall include the subscription number.
- 2.3 Contractor shall also include the City of Houston's subscription number on Contractor's notifications.
- 2.4 To process customer orders, Contractor shall select the appropriate title or edition from the online title database, select the appropriate term or period as requested by the City or required by the publisher, select the correct "bill-to" and "ship-to" address for each title and activate the order function. Order activation shall produce a printed or electronic order form with an accompanying check or electronic payment to the publisher or fulfillment center. Order activation shall also produce a printed or electronic invoice to the City.
- 2.5 Orders shall be placed via phone, facsimile, e-mail, USPS mail, or EBSCONET®. Contractor's standard turn-around time for placement of new orders shall be three (3) working days for titles already available in our title database. If a title is not listed in Contractor's database, Contractor shall place the order as soon as

possible following receipt of rate and order placement information from the publishers.

- 2.6 Contractor shall request indexes, special issues, unnumbered supplements and other materials included in the basic subscription price. Contractor shall notify the Library of supplements, which are not supplied on subscription, so that orders shall be issued.
- 2.7 Upon request, orders shall be placed and maintained to run on a calendar year basis where possible. If a title is not currently on a calendar year cycle, Contractor shall (on occasion) place orders requesting that the publishers adjust the subscription term to meet a common expiration date.

### **3.0 NEW ORDERS:**

- 3.1 The Library will (on a weekly basis or less, at its option) issue new orders to the Contractor and supply the following information:
  1. Title/ISSN,
  2. Total Number of Copies,
  3. Symbols of Agencies for Which Subscriptions are to be Placed, and
  4. Supply Preferred Start Date and Shipping Address.
- 3.2 Added subscriptions shall be supplied and billed in the same manner as existing subscriptions. New subscriptions can be added at any time during the Contract term.
- 3.3 Contractor shall submit orders directly to the publisher and/or distributor, and shall pay for all subscriptions within eight (8) weeks of receipt upon Library's orders.
- 3.4 Contractor shall clear orders directly with publishers or other fulfillment Contractors. Orders are paid to the publisher within the time of order, in accordance with publisher instructions.
- 3.5 Within eight (8) weeks after receiving a subscription order from the Library for additional titles, Contractor shall notify the Library (in writing and electronically) of the placement of subscriptions. Notification shall include the subscription number. Contractor shall also notify the Library in writing within eight(8) weeks after receipt of a subscription order when Contractor is unable to place a subscription.
- 3.6 Receipt of Contractor's invoice confirms placement of orders. Contractor's invoice shall include Contractor's order number to the publisher.
- 3.7 Section IV of the agreement controls payments to Contractor.

### **4.0 CANCELLATIONS:**

- 4.1 Within six (6) weeks after receiving a cancellation order for a subscription from the Library, Contractor shall notify the Library (in writing and electronically), of the

cancellation placement with the publisher, and that the notification shall include a subscription number.

- 4.2 Notification of cancellations shall be received by hardcopy and/or electronically. Cancellation acknowledgements include the Library's subscription number.
- 4.3 Contractor shall not accept cancellation requests from customers if the subscription term has less than six (6) months remaining. If an order is canceled, Contractor shall credit the City's account an amount equal to what we are refunded by the publisher, less a processing fee of ten (10) U.S. dollars. Credit Memos shall be issued when a publisher refund on cancellation is secured.

## **5.0 INVOICES:**

- 5.1 Contractor shall provide annual invoices by electronic transfer, formatted for loading into the (III) Integrated Library System along with three (3) paper copies in November of each year.
- 5.2 Once the appropriate interface links are established with Contractor and Innovative Interfaces, Inc., invoice information shall be supplied by Contractor in electronic format to load directly into the City Library's local database. This process posts payments and other invoice data to each record.
- 5.3 Contractor shall provide separate invoices by Library agency (unit), and can separate invoices by each assigned Library suffix, subscriber or fund code.
- 5.4 Contractor shall support multiple shipping addresses under one billing address.
- 5.5 Electronic invoices shall not exceed 150 titles per invoice.
- 5.6 Invoices shall include an Innovative Interfaces (III) record number for each subscription.
- 5.7 All paper invoices shall be sent in triplicate.
- 5.8 Contractor shall accept payment via Electronic Funds Transfer (EFT).
- 5.9 Issuance of credits to resolve invoice errors shall be sent by Contractor to the Library within thirty (30) days of notification. Contractor shall issue credits within thirty (30) days for all invoice errors caused by Contractor.
- 5.10 Payment of invoices shall be governed by Article IV. A. of this Agreement.

## **6.0 REPORTING:**

- 6.1. At the Library's request, but not more than four (4) times annually, Contractor shall supply the Library with an alphabetical list summarizing all subscriptions currently in place, including each subscription's destination and expiration date, ISSN, publisher, and price breakdown. This information shall be available in both print and in electronic format, and downloadable to Microsoft Excel and PDF versions.

- 6.2 Within two (2) weeks of request, Contractor shall provide a pro-forma subscription list, by unit, in both print and electronic format, and downloadable to Microsoft Excel. The Library acknowledges that subscription costs may change between the time the pro-forma list is produced, and the time an actual invoice is received.
- 6.3 Contractor shall notify the Library of all title changes and changes in frequency of publication, suspension of publication, termination of publication, and restart of publication of any subscription titles supplied to or ordered by the Library. The report shall be delivered weekly by e-mail to the Serials Librarian on a title-by-title basis. When a title changes, Contractor shall reference the former title on all communications with the Library, including invoices. When a discontinued or suspended title resumes publication, Contractor shall notify Library for confirmation of order prior to reinstating the subscription.
- 6.4 Contractor shall provide the Library with names of primary and back-up service representatives assigned to the Library's account. Contractor shall also provide the Library with contact options including a toll-free telephone number, e-mail address, and a facsimile number. Contractor shall respond to telephone, facsimile, and email inquiries within 48 hours of receipt of inquiry. Contractor shall have a customer service representative conduct annually a minimum of three (3) in-person visits to the Library in order to provide updates and training to serials staff.
- 6.5 Contractor's Customer Service Department shall handle requests, inquiries and complaints and acts as liaison between clients and publishers on a variety of subscription issues, and shall provide service to the City from 6:30 a.m. to 5:00 p.m. Central Mountain time, Monday through Friday.
- 6.6 Contractor's fax machine shall be available at all hours for easy transmission of communications, including claims and orders. Orders and claims shall also be transmitted through EBSCONET® on the Web or electronic mail. There is a dedicated e-mail link to the City's assigned customer service representative located on EBSCONET.
- Contractor's Customer Service Representative is: Ms. Martha Spear.  
Toll-free Phone: 1-800-826-6996, 1-800-727-1077 extension 757  
Email: mspear@ebsco.com  
Fax: 1-303-237-1752
- 6.7 Contractor's Customer Representative shall provide personalized assistance and act as the day-to-day contact. All questions and requests regarding routine subscription services shall be directed to the designated customer service representative (above) or to any member of the customer service team. The customer service manager (Ms. Christina Gertig) shall also be available to assist the City's account.
- 6.8 Contractor requires its customer service representatives to return telephone calls the same day, if possible. Contractor shall respond to rush requests within 24 hours and to special requests as quickly as possible.

- 6.9 Contractor shall offer the City a special serials consultant and proactive problem seeker and solver [Account Services Manager (ASM)].
- 6.10 Contractor's ASMs shall resolve "non-routine" problems and work to achieve an understanding of the City's processes, procedures, and point of view. Contractor shall be responsible for the overall management of an account--from the initial transition, and shall inform the City of new services that may benefit the Library. Contractor shall also provide training as necessary, from showing City customers how to work a renewal list to how to use EBSCONET® and Contractor's Electronic Journal Services® effectively. Contractor shall perform periodic service reviews in which the Contractor's ASM and City's personnel examine critical processes to see that everything is running smoothly.
- 6.11 ASMs shall represent the City to the Contractor by communicating their needs and concerns. This information shall allow the Contractor to make needed changes and offer new services.
- 6.12 The City's ASM shall be Ms. Jill Mason. She shall visit the Library any number of times needed during the Contract term to provide on-site training support and services. She shall also be available to the City personnel by phone and/or by email.

Toll-free Phone: 1-800-727-1077 extension 798 (voicemail only)  
 Cell Phone: 1-713-480-4493  
 Email: [jmason@ebSCO.com](mailto:jmason@ebSCO.com)

- 6.13 Contractor shall give City 24 hour notice of any change in the above named personnel, their contact telephone and facsimile numbers and e-mail addresses.

**7.0 DATABASE ACCESS:**

- 7.1 Contractor shall provide the Library with free web access to Contractor's database of print and online e-journals in order to provide the Library the following data:
  - 7.1.1 Complete bibliographic information by title, including frequency, place of origin, price, publisher, ISSN, and any other information necessary for the Library to place orders in an online environment.
  - 7.1.2 The ability to see costs of print-only, print-plus online, and online-only on one single screen
  - 7.1.3 Complete bibliographic information by title, including frequency, place of origin, price, publisher, ISSN, and any other information necessary for the Library's current active subscriptions.
  - 7.1.4 Complete subscription information by title and agency for all current active orders including payment status (check number, EDT confirmation number, and payment date).

- 7.1.5 Provide information relevant to the last issue or number shipped or when the next issue or number is due, agency and current invoice information, and any other information necessary for the Library to claim in an online environment.
- 7.1.6 Link from the database to the Serials Resources Listing Service (see section 11.0) to provide easy verification of current holdings.
- 7.1.7 Contractor shall arrange previews of non-subscription e-journals as allowed by publishers. Trials shall be available on all Contractors' Publishing databases.
- 7.1.8 Contractor shall provide durable journal-level links (e-journal URLs), and update continuously throughout the course of this Contract term.
- 7.1.9 Contractor database shall maintain information on e-journal registration instructions, including library-specific registration IDs, URLs for registration, content, license/SERU, and Interlibrary Loan Services allowed under the license or SERU.
- 7.1.10 Contractor shall provide, when available from the publisher, access/ownership of the e-journal subscriptions in perpetuity even when the current subscription is discontinued.
- 7.1.11 Contractor shall continually monitor online availability of print subscriptions. Updates shall automatically occur at each renewal period. Additionally, Contractor's e-journal updates program sends weekly notifications when access becomes available midterm.
- 7.1.12 Contractor shall provide automatic access to any e-journal that is available free of charge when the Library subscribes to the print version of the journal. Contractor shall provide an "alert service" informing the Library of e-journals that are automatically added. EBSCO will provide orders and access to any e-journal that is available FREE in combination with the print subscription.
- 7.1.13 Easy placement of claims and orders shall be provided by EBSCONET, as well as by email and facsimile.
- 7.1.14 By means of a subscription to Linksource, Library will be provided easy access to publishers' websites by means of an alphabetical list of publishers with hotlinks. Since the Library is a subscriber to Linksource (including A-to-Z) the Library shall have easy access to publishers' websites. The Contractor shall offer a 50% discount on this A-to-Z program to the City.
- 7.1.15 Contractor's Account Sales Manager (ASM) shall provide training on EBSCONET at any time and provide necessary customer support while accessing the database. Contractor shall offer flash tutorials on their

website, and also offer scheduled online classes via Interwise regarding a variety of related topics.

7.1.16 There shall be 24/7 access to the EBSCONET system at no additional charge to the City. A dedicated e-mail link to the City's Customer Service Representative shall be included on the menu bar. The User Services staff at International Headquarters shall also be available to answer technical questions by an on-screen e-mail link.

7.1.17 Contractor shall provide monthly usage statistics to the title level based upon the most current National Information Standards Organization (NISO) standards. For any e-journals for which Contractor cannot provide such statistics, Contractor shall provide information about where they can be obtained. Usage statistics shall be maintained automatically when accessing journals via our e-resource management system, and shall be obtained directly from publishers for journals accessed directly from the publishers' websites.

## **8.0 MANAGEMENT REPORTS:**

8.1 Contractor shall provide a free online management and report-writing system. This system shall provide flexibility for the Library to create its own management reports. Contractor provisions follow in Articles 8.4 – 8.7.

8.2 The City shall request ad hoc reports, or EBSCO shall schedule report production based on defined customer needs. Contractor shall provide reports in paper, on Excel, PDF, ASCII, or by file transfer protocol (FTP) for the City for creating their own reports. Reports shall contain all or part of the following information: title, invoice item number, purchase order number, subscription period, quantity, frequency, price, volume number, ISSN, publisher, country of origin and local information specified by the customer, such as fund accounting codes, subject identification information and other pertinent information included in the Contractor's subscription records. (Note that some reports are not available in all formats.)

8.3 Contractor's reports shall assist the City in six (6) areas:

8.3.1 Quality of the serials collection: The serials collection shall support the needs and mission of the ordering agency. An effective collection shall meet departmental needs and include relevant titles from reputable publishers.

8.3.2 Cost and Budget: Contractor shall help the City assemble cost and budget data.

8.3.3 Manageability: Several reports shall assist in the daily management of serials.

8.3.4 Accessibility of the serials collection: The City shall have tools to locate the information in the serials collection. When evaluating the serials collection, knowing which titles are easily accessible is important. The

following Contractor reports shall help the City evaluate the accessibility of their purchases.

- 8.3.5 Availability: These reports help customers identify titles that have electronic formats and which library in a consortium holds specific titles.
- 8.4 Contractor shall provide complete title listing for the Library and each agency/ship-to-address showing price and expiration date for each current active subscription. Record for each title should include Innovative Interfaces, Inc. (III) record number.
- 8.5 Contractor shall provide current invoice information by title and (agency/ship-to) address with the availability to archive a minimum of three (3) years' invoice data by title and agency. Invoice records shall include the (III) record number for each subscription.
- 8.6 Contractor shall provide current and historical price information by publisher for at least three (3) years. Contractor's Historical Price Analysis Report (HPAR) shall provide historical price information for up to five (5) years subject to holdings. This report shall be available on EBSCONET for retrieval at the City's convenience.
- 8.7 Contractor shall provide the ability to prepare cost projections and analyze budgets by applying price assumptions created from industry/publisher average percentage, fixed-rate change, or to both the current Library subscriptions. Contractor shall also provide the ability to project multiple budget alternatives, either by adding or deleting titles to establish accurate costs for the entire Library system, or separately for each agency.

**9.0 RENEWALS AND REFUNDS:**

- 9.1 Contractor shall renew subscriptions for only one (1) year unless otherwise notified by the Library.
- 9.2 Contractor shall refund the Library any unfilled portion of a subscription for a ceased publication for which Contractor has received a refund from the publisher. Refunds may be issued in the form of credit memoranda that the Library may apply to any outstanding or future invoices. Credit memoranda shall be issued within 30 days of activity. At the end of the calendar year, the Library will require Contractor to refund any outstanding credit.

**10.0 CLAIMING:**

- 10.1. Upon notification by the Library, Contractor shall claim from the publisher or distributor any missing issues of a subscription, and shall provide proof of order and payment as necessary. Requests for materials older than 18 months shall not be issued.
- 10.2. Contractor shall place regular claims with publishers within 72 hours upon receipt from the City, and rush claims within 24 hours. The City may submit claims by facsimile, electronic mail, or regular mail using the Contractor's forms or other

City lists or forms. Claims shall also be placed by telephone, or online through EBSCONET®.

- 10.3. For additional claims, Contractor shall call or fax domestic publishers and shall contact their non-U.S. offices for assistance in reaching non-U.S. publishers. For complicated and unresolved claims' problems, staff within the Contractor's Publisher Services Department shall become involved.
- 10.4 Contractor shall respond to a valid claim by supplying the missing issue or by issuing a credit within six (6) weeks upon receipt of the claim. Contractor shall place all claims within three (3) days upon receipt. Proof of payment shall be supplied with every claim. Contractor shall agree to the 6-week timeframe for domestic daily and weekly publications. Contractor shall agree to a 10-week timeframe for international publishers and journals published monthly, quarterly, etc. Contractor shall have no control over publisher response times and manner of shipment. Contractor shall work diligently on behalf of the Library to resolve claim issues.
- 10.5 EBSCONET shall offer online access to the Missing Copy Bank (containing over 48,000 copies of issues for more than 2,000 different titles), and the City shall search for and order issues directly, or the City shall contact their designated customer service representatives (CSR) for assistance. Contractor shall provide issues from the Missing Copy Bank to its customers at no additional charge.
- 10.6 Contractor shall have the ability to accept and process (III) generated claims by electronic data interface (EDI), and shall assist the Library in setting up this capability with the (III) System.
- 10.7 The City Library shall place claims using their own automated library system. The City shall upload claims to a transmittable file, connect with Contractor's computer by modem or Internet, and transmit the claims file electronically to the Contractor.
- 10.8 Contractor shall maintain a missing issue inventory to assist in claims fulfillment. Information about current holdings in the inventory shall be available on the Contractor's website.

**11.0 SERIALS RESOURCES LISTING SERVICE:**

- 11.1 Contractor shall provide a web-based alphabetical journal list service for both print and electronic subscriptions including:
  - 11.1.1 Listings of current and historical print holdings shall be obtained on "My Orders" in EBSCONET, as well as a variety of reports. Journals shall be sorted or filtered by format.
  - 11.1.2 Full-text titles in aggregated databases from any Contractor, and
  - 11.1.3 A-to-Z Locator Tool E-Journal holdings Service:

Contractor's A-to-Z<sup>®</sup> locator tool listing is a service for all of the library's e-resources, including e-journals, titles in full-text databases, publisher packages and e-books. Contractor's "A-to-Z" shall include print titles and other local resources the City chooses to upload. The master Contractor "A-to-Z title database" represents all major database Contractors and publishers, with information on more than 216,000 unique titles from nearly 2,000 databases and e-journal packages. The easy-to-navigate, searchable list of journals shall allow the City to quickly find any journal or resource—including those buried in a database. Administrative tools shall allow the City to customize the journal list for the City's library, including branding the site to match the appearance of the library's other Web-based services.

- 11.2 Information is hosted on Contractor's website and shall be available to Library customers.
- 11.3 Service includes searching by browsing an alphabetical list of titles, a subject list, or a specific title, as well as advanced searching by ISSN, publisher, and keywords is included.
- 11.4 Service provides title, ISSN, and holdings information.
- 11.5 Service provides title-level links to the full content on electronic resources, regardless of source. (If links to a single title are available through multiple services, it is desirable that all links should be listed under a uniform title.)
- 11.6 Service links to the entire record in the Library's (III) catalog for print holdings.
- 11.7 Service provides the ability to easily add and remove MARC records in the III catalog where they do not exist.
- 11.8 Service provides ability to export the bibliographic and access data from this list to an Excel file.
- 11.9 Linksource: Is a Contractor-neutral, OpenURL link resolver that puts the City in control of item-level linking between its online services, including e-journal sites, full-text and secondary research databases, OPACs, web sites, search engines, document delivery and interlibrary loan forms. With LinkSource, the City shall connect its end users from the citations in one service to the full text in another, maximizing the use of the City's full-text collections.
  - 11.9.1 Service provides ability to suppress a link to resources to which the Library does not subscribe.
  - 11.9.2 Service provides ability to link to and from any major database to which the Library subscribes.

11.9.3 Service provides an online service point through which the link resolver can be registered with other major providers such as Ebsco, Cengage, OCLC, Proquest, JStor, Project Muse, and Google.

11.10 Service provides ability to provide alerts when access to an online title is impaired.

## 12.0 **PERFORMANCE STANDARDS:**

### 12.1 **Initial Order:**

The receipt of Contractor's invoice is confirmation that orders are being placed with publishers. Contractor guarantees placement of 90% of orders within eight (8) weeks. Failure to meet this standard will result in the forfeiture of 20% of the value of the subscriptions for which notification is not received within eight (8) weeks.

### 12.2 **New Orders/Cancellations:**

The Library shall receive notification of placement of 100% of new orders and cancellations within six (6) weeks. Failure to meet this standard will result in the forfeiture of 10% of the value of the subscriptions for which notification is not received within six (6) weeks.

12.3 Receipt of Contractor's invoice is confirmation that orders are being placed, and the Library shall receive notification of placement of 100% of new orders and cancellations within six (6) weeks. Cancellation acknowledgements shall be mailed on a weekly basis. Status shall also be monitored at any time by "My Orders" on EBSCONET. The status shall change from "pending" to "active."

### 12.4 **Invoices:**

12.4.1 Invoices shall not exceed 150 titles per invoice. Failure to meet this standard will result in the forfeiture of \$5,000 applied to any invoice that exceeds 150 titles.

12.4.2 Invoices must include an Innovative Interfaces record number for each subscription. Failure to meet this standard will result in the forfeiture of \$50 per-subscription that does not include the record number.

### 12.5 **Claims:**

12.5.1 Contractor shall place all claims within three (3) days upon receipt. Proof of payment shall be supplied with every claim. Contractor shall agree to the 6-week timeframe for domestic daily and weekly publications. Contractor shall agree to a 10-week timeframe for international publishers and journals published monthly, quarterly, etc. Contractor shall have no control over publisher response times and manner of shipment. Contractor shall work diligently on behalf of the Library to resolve claim issues. Many fulfillment houses routinely credit missed issues by extending subscriptions.

12.6 Customer Service:

12.6.1 Contractor representative, Jill Mason (Account Sales Manager, who lives in Houston or her successor) shall arrange a minimum of three (3) in-person visits per-year to update, train, and assist staff with issues regarding subscriptions, on-line access to Contractor's database, access to e-journals, and management reports. In addition, easy access to a customer service representative that assists with issues pertaining to "Open URL" linking shall be required.

## ATTACHMENT I

**NOTE: Pricing form reflects current library subscriptions, and is subject to change over the course of this contract.**

TITLE	COST	DISCOUNT (%)	SERVI CHG (
15 a 20 : mensual. (Available on newsstands only)	N/A		
AAPG bulletin.	377.00		
ABA banking journal.	70.00		
About ... time.	14.00		
Academy players directory. (Players Directory)	192.00		
Acadian genealogy exchange.	29.00		
Access.	299.50		
ACCRA cost of living index / produced by ACCRA.	177.00		
Ad astra = To the stars : the magazine of the National Space Society.	42.00		
Adolescence.	186.00		
The Adventures of Superman. (Now called Superman)	23.99		
Advertising age.	149.00		
The advocate.	29.97		
Advocate : official publication of the Texas State Teachers Association.	20.00		
Adweek.	299.00		
Aerospace America.	175.00		
Africa today.	170.80		
African American review.	80.00		
The Afro-American. (Journal of Afro American Historical & Genealogical Society)	57.00		
Afterimage.	102.00		
Air & space Smithsonian.	26.00		
Air conditioning, heating & refrigeration news.	90.00		
Akhbar-e-Jehan.	312.00		
Al Arabi	400.84		
Alaska.	24.00		
Alcalde.	20.50		
Alef.	30.00		

Ê»Ä€lem. (See exceptions list)	N/A		
Alfred Hitchcock's mystery magazine.	29.97		
Aljumuah magazine.	42.00		
Allure.	16.00		
Almanac panorama.	68.00		
Alternative medicine (Now called NATURAL SOLUTIONS:	24.95		
Alternative press : AP.	12.00		
America.	48.00		
American anthropologist.	432.00		
American art / National Museum of American Art, Smithsonian Institution.	163.00		
American art review.	35.50		
American artist	29.95		
American Association for State and Local History membership	112.00		
American Association of Retired Persons membership	24.50		
American baby.	23.94		
The American banker.	1,007.00		
American bee journal.	24.95		
American Catholic philosophical quarterly : journal of the American Catholic Philosophical Association.	70.00		
American ceramics. (Delayed publications. EBSCO can order when current).	N/A		
American cinematographer.	50.00		
American Civil Liberties Union basic membership	32.00		
American Craft Council. Contributing membership	50.00		
American Dialect Society membership (No longer available for institutions)	N/A		
The American economic review.	432.00		
American forests.	25.00		
The American genealogist.	52.00		
American girl	22.95		
American heritage.	24.00		
American heritage of invention & technology.	15.00		
American Horticultural Society membership	57.00		
American Indian art magazine.	20.00		
The American journal of nursing.	234.95		

<b>American journal of physics.</b>	<b>656.00</b>		
<b>American journal of public health : JPH / American Public Health Association.</b>	<b>562.00</b>		
<b>The American journal of science.</b>	<b>207.00</b>		
<b>American legacy.</b>	<b>9.95</b>		
<b>The American Legion.</b>	<b>15.00</b>		
<b>American libraries.</b>	<b>82.00</b>		
<b>American literary realism, 1870-1910.</b>	<b>60.00</b>		
<b>American literature: a journal of literary history, criticism and bibliography.</b>	<b>254.00</b>		
<b>American medical news.</b>	<b>395.00</b>		
<b>American metal market. (AMM PLUS - PRINT + ONLINE /FORMERLY/ 02/01/2009 AMERICAN METAL MARKET)</b>	<b>1,250.00</b>		
<b>The American music teacher.</b>	<b>36.00</b>		
<b>The American philatelist.</b>	<b>57.00</b>		
<b>American photo.</b>	<b>21.00</b>		
<b>The American poetry review.</b>	<b>22.00</b>		
<b>The American political science review. (part of APSA bundle)</b>	<b>785.00</b>		
<b>The American quarter horse journal.</b>	<b>25.00</b>		
<b>American rifleman.</b>	<b>15.00</b>		
<b>The American scholar.</b>	<b>30.00</b>		
<b>American scientist.</b>	<b>70.00</b>		
<b>American Society for Psychical Research membership (Journal Of..)</b>	<b>112.00</b>		
<b>The American spectator.</b>	<b>49.00</b>		
<b>American style : contemporary crafts for living and giving.</b>	<b>24.99</b>		
<b>American teacher.</b>	<b>12.00</b>		
<b>American transcendental quarterly. (Now called ATQ)</b>	<b>52.00</b>		
<b>Americas. (English)</b>	<b>25.00</b>		
<b>Americas. (Spanish Edition)</b>	<b>25.00</b>		
<b>Analog science fiction &amp; fact.</b>	<b>32.97</b>		
<b>Ananda vikatan. (ananda viktan)</b>	<b>150.00</b>		
<b>Animation magazine.</b>	<b>67.00</b>		

<b>Anime insider.</b>		<b>24.00</b>	
<b>Annie's hooked on crochet. (Merged into Crochet World)</b>	<b>N/A</b>		
<b>Ansearchin' news.</b>		<b>37.00</b>	
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<b>The Antique trader weekly.</b>		<b>38.00</b>	
<b>Antiques &amp; collecting magazine.</b>		<b>38.00</b>	
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<b>AppleSeeds.</b>		<b>33.95</b>	
<b>Aquaculture magazine.</b>		<b>24.00</b>	
<b>Archaeology.</b>		<b>21.95</b>	
<b>Architect.</b>		<b>59.00</b>	
<b>Architectural design : A.D.</b>		<b>335.00</b>	
<b>Architectural Digest.</b>		<b>39.95</b>	
<b>Architectural record.</b>		<b>67.00</b>	
<b>The Architectural review.</b>		<b>150.00</b>	
<b>Archives of American Art journal.</b>		<b>50.00</b>	
<b>Archivo espaÃ±ol de arte.</b>		<b>216.19</b>	
<b>Ariel.</b>		<b>81.80</b>	
<b>Arizona highways.</b>		<b>24.00</b>	
<b>The Arizona quarterly.</b>		<b>25.00</b>	
<b>Army.</b>		<b>33.00</b>	
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<b>Art + auction.</b>		<b>80.00</b>	
<b>Art &amp; antiques.</b>		<b>35.00</b>	
<b>Art &amp; dÃ©coration.</b>		<b>63.54</b>	
<b>Art calendar.</b>		<b>37.00</b>	
<b>Art in America.</b>		<b>39.95</b>	
<b>Art on paper.</b>		<b>54.00</b>	
<b>Arte.</b>		<b>123.90</b>	
<b>Artforum international.</b>		<b>66.00</b>	
<b>Arthur Frommer's budget travel.</b>		<b>14.95</b>	
<b>The Artist.</b>		<b>75.00</b>	
<b>ArtLies : Texas art journal.</b>		<b>50.00</b>	
<b>ARTnews.</b>		<b>39.95</b>	
<b>Arts of Asia.</b>		<b>85.00</b>	
<b>Artweek.</b>		<b>48.00</b>	

<b>Asimov's science fiction.</b>			
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<b>Astronomy.</b>		42.95	
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<b>The Atlantic monthly.</b>		29.95	
<b>AudioFile : the monthly newsletter of audio reviews.</b>		72.00	
<b>Audubon.</b>		35.00	
<b>Auto mundo deportivo [magazine]. (Discontinued eff Dec 2005)</b>	N/A		
<b>Automobile quarterly.</b>		79.95	
<b>Automotive news.</b>		155.00	
<b>Aviation week &amp; space technology.</b>		114.00	
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<b>Aztlan.</b>		207.00	
<b>Baby talk. (Must order direct)</b>	N/A		
<b>Babybug.</b>		33.95	
<b>Backpacker.</b>		29.98	
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<b>The Baker Street journal.</b>		38.50	
<b>The Baptist standard.</b>		27.50	
<b>The bark.</b>		18.00	
<b>Barron's. (Via Surface Mail)</b>		179.00	
<b>Barron's [microform]. (Must order direct)</b>	N/A		
<b>Basic petroleum data book.</b>		1,442.00	
<b>Batman</b>		19.99	
<b>Bead &amp; button.</b>		28.95	
<b>Beadwork.</b>		19.95	
<b>Before &amp; after : how to design cool stuff. (Delayed Publications, EBSCO will order when current)</b>	N/A		
<b>Bell Italia</b>		117.53	
<b>Best's insurance reports. Life-health United States.</b>		1,358.95	
<b>Best's insurance reports. Property-casualty, United States.</b>		1,358.95	
<b>Better homes and gardens.</b>		22.00	
<b>Beverage world.</b>		89.00	
<b>Bi an = coastide</b>		29.00	
<b>Bibliographical Society of the University of Virginia subscribing membership</b>		80.50	
<b>Bicycling.</b>		19.98	

<b>Billboard.</b>		299.00	
<b>Billboard international buyer's guide.</b>		189.00	
<b>Billboard's ... International talent &amp; touring directory.</b>		148.95	
<b>Biography today : profiles of people of interest to young readers.</b>		66.00	
<b>Bird talk.</b>		27.97	
<b>Black beat.</b>		20.00	
<b>Black belt.</b>		36.95	
<b>The Black collegian.</b>		15.00	
<b>Black enterprise.</b>		22.00	
<b>Black issues book review.</b>		19.95	
<b>Black music research journal.</b>		50.00	
<b>Black's guide. Houston office space market. (must specify edition) - 2 issues</b>		379.95	
<b>Blacktennis.</b>		15.00	
<b>Blender (Must order direct)</b>	N/A		
<b>Bluegrass unlimited.</b>		25.00	
<b>BMX plus.</b>		19.98	
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<b>Body + soul.</b>		14.95	
<b>Bon appÃ©tit.</b>		24.00	
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<b>The Book collector.</b>		88.50	
<b>The booklist / American Library Association.</b>		111.50	
<b>Bookmarks.</b>		44.95	
<b>Boston.</b>		9.95	
<b>The bottom line.</b>		1,639.00	
<b>Boys' life.</b>		24.00	
<b>The Braille monitor.</b>		37.00	
<b>Branches and acorns.</b>		37.00	
<b>Brava Casa</b>		186.00	
<b>Breakaway.</b>		18.00	
<b>Bridal guide</b>		11.97	
<b>Brigitte : das Magazin fÃ¼r Frauen.</b>		150.00	
<b>Brio.</b>		22.00	
<b>Brio &amp; beyond.</b>		22.00	
<b>British heritage.</b>		40.00	
<b>British record Society membership</b>		112.00	

<b>Broadcasting &amp; cable.</b>		<b>199.99</b>		
<b>Buenhogar. (Available on newsstands only)</b>	<b>N/A</b>			
<b>Builder / NAHB, the voice of America's housing industry.</b>		<b>69.95</b>		
<b>Bulletin - Metropolitan Museum of Art.</b>		<b>42.00</b>		
<b>Bulletin of the atomic scientists.</b>		<b>85.00</b>		
<b>Bulletin of the Center for Children's Books.</b>		<b>90.00</b>		
<b>The Bulletin of the Houston Geological Society.</b>		<b>42.00</b>		
<b>Bulletin of the Seismological Society of America.</b>		<b>577.00</b>		
<b>880-01 Bungei shunjÅ«. Special.</b>		<b>144.00</b>		
<b>Burda moden.</b>		<b>80.00</b>		
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<b>Business cycle indicators / the Conference Board.</b>		<b>267.00</b>		
<b>Business history review.</b>		<b>170.00</b>		
<b>Business week.</b>		<b>59.97</b>		
<b>Byron Society membership</b>		<b>42.00</b>		
<b>California Genealogical Society Membership</b>		<b>27.00</b>		
<b>The Camping magazine.</b>		<b>29.95</b>		
<b>Canadian literature.</b>		<b>114.00</b>		
<b>CandamÅ ma / racana Ke. Yas. Redldxi.</b>	<b>(See Exceptions List)</b>			
<b>Capital changes reports for federal income tax purposes. (Must order direct)</b>	<b>N/A</b>			
<b>Car and driver.</b>		<b>22.00</b>		
<b>Car craft.</b>		<b>10.00</b>		
<b>Career world / Curriculum Innovations, Inc.</b>		<b>37.95</b>		
<b>Caribbean travel and life.</b>		<b>23.95</b>		
<b>Casa &amp; estilo internacional.</b>		<b>17.00</b>		
<b>Cat fancy.</b>		<b>27.97</b>		
<b>Cataloging &amp; classification quarterly.</b>		<b>892.00</b>		
<b>Cataloging service bulletin / Processing Services.</b>		<b>42.00</b>		
<b>Cattleman.</b>		<b>25.00</b>		
<b>CBA Retailers + resources</b>		<b>71.95</b>		
<b>Central Louisiana Genealogical Society quarterly.</b>		<b>32.00</b>		
<b>Ceramic review.</b>		<b>69.00</b>		

<b>Ceramics monthly.</b>		<b>34.95</b>	
<b>Chandamama (Hindi edition)</b>		<b>62.00</b>	
<b>The Charleston advisor.</b>		<b>307.00</b>	
<b>The Chartcraft point &amp; figure chart book.</b>		<b>512.00</b>	
<b>The Chaucer review.</b>		<b>100.10</b>	
<b>Chemical and engineering news : news edition of the American Chemical Society.</b>		<b>285.00</b>	
<b>Chemical engineering.</b>		<b>71.97</b>	
<b>Chemical engineering progress.</b>		<b>173.66</b>	
<b>Chemical week.</b>		<b>210.00</b>	
<b>Chess.</b>		<b>90.00</b>	
<b>Chess life.</b>		<b>39.00</b>	
<b>Chicago.</b>		<b>17.95</b>	
<b>Chicago review.</b>		<b>55.00</b>	
<b>Chickadee.</b>		<b>29.99</b>	
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<b>Children &amp; libraries.</b>		<b>52.00</b>	
<b>Children's digest.</b>		<b>18.95</b>	
<b>Children's playmate magazine. (See Jack &amp; Jill)</b>	<b>N/A</b>		
<b>Chile pepper.</b>		<b>21.95</b>	
<b>Chirp.</b>		<b>29.99</b>	
<b>Choice : publication of the Association of College and Research Libraries, a division of the American Library Association.</b>		<b>337.00</b>	
<b>Christian century.</b>		<b>49.00</b>	
<b>The Christian Science monitor.</b>		<b>231.00</b>	
<b>Christianity today.</b>		<b>24.95</b>	
<b>The Chronicle of higher education.</b>		<b>82.50</b>	
<b>The Chronicle of philanthropy.</b>		<b>72.00</b>	
<b>Chronicles of Smith County, Texas.</b>		<b>27.00</b>	
<b>880-01 Chubu saenghwal. (Now Ju Bu Saeng Hwal)</b>		<b>144.00</b>	
<b>Circuit cellar.</b>		<b>23.95</b>	

<b>Cite : a publication of the Rice Design Alliance.</b>	<b>37.00</b>		
<b>Cithara.</b>	<b>7.00</b>		
<b>Citralkhā = Chitralkha.</b>	<b>67.00</b>		
<b>Civil engineering.</b>	<b>242.00</b>		
<b>Civil War times.</b>	<b>40.00</b>		
<b>CLA journal.</b>	<b>75.00</b>		
<b>Clavier.</b>	<b>17.00</b>		
<b>Click.</b>	<b>33.95</b>		
<b>Climatological data. Texas.</b>	<b>64.00</b>		
<b>Clocks.</b>	<b>107.04</b>		
<b>Cloth, paper, scissors.</b>	<b>32.95</b>		
<b>Cobblestone.</b>	<b>33.95</b>		
<b>Coin world.</b>	<b>41.95</b>		
<b>College English.</b>	<b>87.00</b>		
<b>College English Association membership</b>	<b>47.00</b>		
<b>The Colorado genealogist.</b>	<b>42.00</b>		
<b>Columbia journalism review.</b>	<b>27.95</b>		
<b>Commentary.</b>	<b>45.00</b>		
<b>Commonweal.</b>	<b>49.00</b>		
<b>Communication arts.</b>	<b>53.00</b>		
<b>Community &amp; junior college libraries.</b>	<b>125.00</b>		
<b>Comparative drama.</b>	<b>40.00</b>		
<b>Comparative literature studies.</b>	<b>71.50</b>		
<b>Comparative politics.</b>	<b>78.00</b>		
<b>Computerworld.</b>	<b>99.00</b>		
<b>Conde Nast's traveler.</b>	<b>19.97</b>		
<b>Congressional digest.</b>	<b>68.00</b>		
<b>The Connecticut nutmegger. (COMES ALSO WITH/ CONNECTICUT SOCIETY OF GENEALOGISTS MEMBERSHIP)</b>	<b>27.00</b>		
<b>The Conservationist. (New York)</b>	<b>24.00</b>		
<b>Consumer Guide Auto Series (Package Components)</b>	<b>99.00</b>		

<b>Consumer reports.</b>	<b>29.00</b>		
<b>Contemporary European history.</b>	<b>262.00</b>		
<b>Contenido.</b>	<b>75.00</b>		
<b>Contributions / Cambridge Fund Raising Associates. (Free on request)</b>	<b>0.00</b>		
<b>Cooking light.</b>	<b>18.00</b>		
<b>Cook's illustrated.</b>	<b>26.95</b>		
<b>Corporate giving directory.</b>	<b>657.00</b>		
<b>Cosmetics and toiletries.</b>	<b>110.00</b>		
<b>Cosmo girl.</b>	<b>14.97</b>		
<b>Cosmopolitan.</b>	<b>29.97</b>		
<b>Cosmopolitan en espanol. (must order direct)</b>	<b>N/A</b>		
<b>The Cotton gin and oil mill press.</b>	<b>10.00</b>		
<b>Country home.</b>	<b>23.97</b>		
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<b>Countryside and small stock journal.</b>	<b>18.00</b>		
<b>Cousteau kids / Cousteau Society.</b>	<b>32.00</b>		
<b>The CPA journal.</b>	<b>48.00</b>		
<b>CPI : cars of particular interest.</b>	<b>65.75</b>		
<b>CQ.</b>	<b>36.95</b>		
<b>The CQ researcher.</b>	<b>843.00</b>		
<b>CQ weekly.</b>	<b>1,611.00</b>		
<b>Crafts 'n things.</b>	<b>21.97</b>		
<b>Creative kids.</b>	<b>19.95</b>		
<b>Creative knitting.</b>	<b>19.97</b>		
<b>Cricket.</b>	<b>33.95</b>		
<b>The Crisis.</b>	<b>24.00</b>		
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<b>Crochet!</b>	<b>19.97</b>		
<b>Crown</b>	<b>77.00</b>		
<b>Cruising world.</b>	<b>22.00</b>		
<b>CSL.</b>	<b>22.00</b>		

<b>Cuban studies.</b>		<b>50.05</b>	
<b>Cucina moderna.</b>		<b>47.27</b>	
<b>Cuisine et vins de France.</b>		<b>37.33</b>	
<b>Cumulative list of organizations described in section 170 (c) of the Internal Revenue Code of 1954.</b>		<b>159.85</b>	
<b>Current health 2.</b>		<b>37.95</b>	
<b>Current history.</b>		<b>59.95</b>	
<b>Custom home.</b>		<b>36.00</b>	
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<b>880-01 Da zhong dian ying.</b>		<b>93.60</b>	
<b>880-01 Da zhong yi xue = Popular medicine.</b>		<b>46.80</b>	
<b>Daily stock price record. American Stock Exchange.</b>		<b>1,013.00</b>	
<b>Daily stock price record. NASDAQ.</b>		<b>1,343.00</b>	
<b>Daily stock price record. New York Stock Exchange.</b>		<b>1,123.00</b>	
<b>The Dalhousie review.</b>		<b>57.26</b>	
<b>Dallas business journal.</b>		<b>107.00</b>	
<b>Dallas Cowboys star magazine.</b>		<b>61.95</b>	
<b>Dance magazine.</b>		<b>34.95</b>	
<b>Dark realms.</b>		<b>18.00</b>	
<b>DataBook Houston.</b>		<b>211.00</b>	
<b>Deaf life. (Must order direct)</b>	<b>N/A</b>		
<b>Deep south genealogical quarterly.</b>		<b>37.00</b>	
<b>Detroit Society for Genealogical Research membership</b>		<b>32.00</b>	
<b>El dia.</b>	<b>See Exceptions List</b>		
<b>Diabetic cooking.</b>		<b>23.94</b>	
<b>Dick Davis digest.</b>		<b>99.00</b>	
<b>Dickens quarterly.</b>		<b>37.00</b>	
<b>The Dickensian.</b>		<b>54.49</b>	
<b>Dien Dan Phu Nu</b>		<b>97.00</b>	
<b>The Dines letter.</b>		<b>195.00</b>	
<b>Direct marketing list source.</b>		<b>718.00</b>	
<b>Dirt bike.</b>		<b>19.98</b>	
<b>Discover.</b>		<b>34.95</b>	

<b>Discovery girls.</b>	<b>35.00</b>		
<b>Dog fancy.</b>	<b>27.97</b>		
<b>Dog world: the complete all-breed magazine.</b>	<b>27.97</b>		
<b>Dollars &amp; sense.</b>	<b>42.00</b>		
<b>Dollhouse miniatures.</b>	<b>39.95</b>		
<b>Dorot : the journal of the Jewish Genealogical Society.</b>	<b>37.00</b>		
<b>Down beat.</b>	<b>34.95</b>		
<b>DRIP investor.</b>	<b>99.00</b>		
<b>Duzhe</b>	<b>57.60</b>		
<b>Dwell.</b>	<b>28.00</b>		
<b>Dynamic graphics : the idea guide to quick desktop success.</b>	<b>36.00</b>		
<b>E : the environmental magazine.</b>	<b>29.95</b>		
<b>Early American life.</b>	<b>23.00</b>		
<b>East Texas historical journal.</b>	<b>112.00</b>		
<b>Eating well.</b>	<b>19.97</b>		
<b>Ebony.</b>	<b>24.00</b>		
<b>Ecology.</b>	<b>855.00</b>		
<b>The Economist.</b>	<b>129.00</b>		
<b>Editor &amp; publisher.</b>	<b>99.00</b>		
<b>The education digest.</b>	<b>48.00</b>		
<b>Education week.</b>	<b>79.94</b>		
<b>Educational leadership : journal of the Department of Supervision and Curriculum Development, N.E.A.</b>	<b>39.00</b>		
<b>Electronic design.</b>	<b>109.00</b>		
<b>Electronic gaming monthly.</b>	<b>24.94</b>		
<b>The Electronic library : the international journal for minicomputer, microcomputer, and software applications in libraries.</b>	<b>739.00</b>		
<b>Electronic musician.</b>	<b>23.53</b>		
<b>Electronic products.</b>	<b>65.00</b>		
<b>Electronics world.</b>	<b>151.80</b>		
<b>ELH.</b>	<b>259.00</b>		
<b>Elle decor.</b>	<b>29.00</b>		
<b>Ellery Queen's mystery magazine.</b>	<b>29.97</b>		
<b>Embroidery.</b>	<b>94.33</b>		
<b>Encounter.</b>	<b>30.00</b>		

<b>Energy engineering : journal of the Association of Energy Engineers.</b>		400.00	
<b>Engineering &amp; technology.</b>		1,232.00	
<b>English journal.</b>		87.00	
<b>English language notes.</b>		65.00	
<b>ENR.</b>		82.00	
<b>Entertainment weekly.</b>		59.95	
<b>Entrepreneur.</b>		19.97	
<b>Entrepreneur en espanol</b>		92.00	
<b>Equus.</b>		10.00	
<b>Eres. (Discontinued eff Dec 2003)</b>	N/A		
<b>ESPN.</b>		29.97	
<b>ESPN deportes.</b>		18.00	
<b>L'espresso.</b>		411.00	
<b>ESQ.</b>		50.00	
<b>Esquire.</b>		15.94	
<b>Essays in criticism.</b>		245.00	
<b>Essen &amp; trinken.</b>		80.00	
<b>Essence.</b>		22.00	
<b>Estefania (included in Fotonovela Package)</b>	N/A		
<b>Estylo : Latina lifestyle.</b>		10.00	
<b>Everton's family history magazine. (Now called Everton's Genealogical Helper)</b>		29.00	
<b>Every day with Rachael Ray.</b>		24.00	
<b>Everyday food.</b>		18.00	
<b>The Exceptional parent.</b>		49.95	
<b>Expedition.</b>		31.00	
<b>The Explicator.</b>		165.00	
<b>L'express international.</b>		230.82	
<b>Extrapolation.</b>		37.00	
<b>Faces.</b>		33.95	
<b>Fama. (Unable to locate)</b>	N/A		
<b>Families in society : the journal of contemporary human services.</b>		315.00	
<b>Family chronicle.</b>		25.00	
<b>Family circle.</b>		19.98	
<b>The Family handyman.</b>		24.00	
<b>Family safety and health.</b>		24.10	
<b>Familyfun.</b>		16.95	

<b>Fantasy &amp; science fiction.</b>		50.99	
<b>Far Eastern economic review.</b>		120.00	
<b>Farm journal.</b>		25.95	
<b>Fast company.</b>		18.00	
<b>Faze.</b>		27.00	
<b>Federal jobs digest.</b>		112.50	
<b>Federal register [microform].</b>		632.50	
<b>Festivals of Texas.</b>		14.00	
<b>Field &amp; stream.</b>		19.97	
<b>Le figaro magazine.</b>		156.45	
<b>Filipinas.</b>		18.00	
<b>Film comment.</b>		29.95	
<b>Film criticism.</b>		30.00	
<b>Filmmaker.</b>		40.00	
<b>Financial times.</b>		310.00	
<b>Fine gardening.</b>		29.95	
<b>Fine homebuilding.</b>		37.95	
<b>Fine woodworking.</b>		34.95	
<b>Fired arts.</b>		24.95	
<b>Flannery O'Connor review.</b>		28.00	
<b>Flash art.</b>		63.54	
<b>Fleet owner.</b>		75.29	
<b>Florida State Genealogical Society membership</b>		37.00	
<b>Flying.</b>		26.00	
<b>Football digest. (discontinued)</b>	N/A		
<b>Forbes.</b>		59.95	
<b>Foreign affairs.</b>		44.00	
<b>Foreign policy.</b>		19.95	
<b>ForeWord.</b>		40.00	
<b>Fortune.</b>		69.95	
<b>FOUNDATION CENTER MEMBERSHIP FEE COOP. COLLECTION</b>		707.00	
<b>The French review.</b>		67.00	
<b>Fujin Koron</b>		178.50	
<b>Furia musical. (Discontinued eff Dec 2006)</b>	N/A		
<b>Futbol total.</b>		78.00	

<b>Futures market service. (Now CRB Futures)</b>		<b>237.00</b>		
<b>The Futurist.</b>		<b>69.00</b>		
<b>Game informer magazine : for video game enthusiasts.</b>		<b>19.98</b>		
<b>Gamepro.</b>		<b>24.95</b>		
<b>Ganchillo artistico. (Unable to locate)</b>	<b>N/A</b>			
<b>Gems &amp; gemology.</b>		<b>74.95</b>		
<b>The Genealogical magazine of New Jersey.</b>		<b>37.00</b>		
<b>Geo. (French)</b>		<b>126.10</b>		
<b>Geo. (Germany)</b>		<b>120.00</b>		
<b>Geology.</b>		<b>1,762.00</b>		
<b>Geophysics.</b>		<b>557.00</b>		
<b>The Georgia review.</b>		<b>30.00</b>		
<b>Geotimes. (Now called Earth)</b>		<b>93.00</b>		
<b>The German connection.</b>		<b>27.00</b>		
<b>The German quarterly.</b>		<b>246.00</b>		
<b>Girls' life.</b>		<b>19.95</b>		
<b>Giving USA quarterly / Giving USA Foundation, AAFRC for Philanthropy.</b>		<b>61.95</b>		
<b>Glamour.</b>		<b>18.00</b>		
<b>Glamour Latinoamerica. (must order direct)</b>	<b>N/A</b>			
<b>Golf digest.</b>		<b>27.94</b>		
<b>Golf magazine.</b>		<b>19.95</b>		
<b>Good housekeeping.</b>		<b>122.30</b>		
<b>Gospel today.</b>		<b>26.97</b>		
<b>Gourmet.</b>		<b>20.00</b>		
<b>Governing.</b>		<b>39.95</b>		
<b>GQ.</b>		<b>20.00</b>		
<b>Gramophone.</b>		<b>97.40</b>		
<b>Grands reportages.</b>		<b>114.36</b>		
<b>Granta.</b>		<b>39.95</b>		
<b>Grants for libraries hotline.</b>		<b>215.05</b>		
<b>Grassroots fundraising journal.</b>		<b>51.00</b>		
<b>Greece &amp; Rome.</b>		<b>167.00</b>		

Grihshobha.		50.00	
Growth fund guide : the investors guide to dynamic growth funds.		159.00	
Guitar player. (Must order direct)	N/A		
The Guitar review.		28.00	
Gun world.		23.95	
Guns & ammo.		19.94	
880-01 Guo jia di li za zhi = National geographic.		108.00	
H & HN;"Hospitals & health networks / AHA."		89.00	
H Texas magazine.		36.95	
HALI the international journal of Oriental carpets and textiles.		270.52	
De Halve maen. (Publisher delay)	EBSCO will order when current		
880-01 Hao guan jia = Good housekeeping.		122.30	
Harleian Society membership		70.39	
Harper's.		21.00	
Harper's bazaar.		18.00	
Hart's E & P.		149.00	
Harvard business review.		99.00	
Harvard design magazine.		83.00	
The Harvard theological review.		175.00	
Hawkeye heritage. (Suspended)	N/A		
Health.		15.97	
The health magazine = Zdorovie		36.00	
Hearing health.		24.00	
Heating, piping, and air conditioning.		90.00	
The Hemingway review.		47.00	
Hemmings motor news.		34.95	
Herald		37.00	
Highlights for children.		34.95	
Hill County crossroads : quarterly of the Hill County Genealogical society.		30.00	
Hispanic.		15.00	
Hispanic business.		19.97	

Hispanic genealogical journal.		37.00	
History today.		110.00	
Hit parader.		29.50	
Hola.		234.37	
Hollywood life. (Suspended)	N/A		
Hombre Saludable (Now Men's Health, available on newsstands only)	N/A		
Home business magazine.		19.00	
Home education magazine.		32.00	
Hon Viet		48.00	
Hoop.		14.99	
The horn book magazine.		65.00	
Horoscope guide.		27.97	
Horticulture.		19.95	
Hot rod.		14.00	
Hotel & motel management.		69.95	
House & garden. (Discontinued)	N/A		
House beautiful.		19.97	
Houston business journal.		106.00	
The Houston chronicle.		574.00	
The Houston chronicle [microform]. (included)	N/A		
Houston chronicle index. (included)	N/A		
Houston defender.		52.00	
Houston forward times.		42.00	
Houston history.		37.00	
Houston law review / University of Houston.		35.59	
Houston lawyer.		37.00	
HOW		29.96	
HR focus : American Management Association's human resources publication.		470.95	
HR manager's legal reporter.		199.95	
HRMagazine.		70.00	
The Hudson review.		44.00	
Huguenot Society of Great Britian & Ireland membership		107.00	
The Hulbert financial digest.		101.00	
Human events.		141.00	
The Humanist.		24.95	

<b>Humpty Dumpty's magazine.</b>	<b>18.95</b>		
<b>880-01 Hun yin yu jia ting = Marriage and family.</b>	<b>86.40</b>		
<b>Hydrocarbon processing.</b>	<b>130.00</b>		
<b>Hype hair.</b>	<b>27.00</b>		
<b>ID : magazine of international design.</b>	<b>30.00</b>		
<b>IFAR journal / International Foundation for Art Research.</b>	<b>75.00</b>		
<b>Iguana : lee }f aprende }f disfruta!</b>	<b>29.95</b>		
<b>Inc.</b>	<b>12.00</b>		
<b>Income digest.</b>	<b>99.00</b>		
<b>India abroad.</b>	<b>32.00</b>		
<b>India Today</b>	<b>85.00</b>		
<b>India today (English edition)</b>	<b>101.00</b>		
<b>Industrial minerals.</b>	<b>769.00</b>		
<b>Industry week.</b>	<b>59.00</b>		
<b>Informationweek.</b>	<b>199.00</b>		
<b>The informer and Texas freeman.</b>	<b>67.00</b>		
<b>Inside Photoshop.</b>	<b>297.00</b>		
<b>Instructor.</b>	<b>21.95</b>		
<b>The Instrumentalist.</b>	<b>21.00</b>		
<b>InStyle.</b>	<b>30.00</b>		
<b>Interior design.</b>	<b>69.99</b>		
<b>International financial statistics.</b>	<b>445.00</b>		
<b>International gymnast.</b>	<b>30.00</b>		
<b>International journal of Middle East studies.</b>	<b>395.00</b>		
<b>International musician : official journal of the American Federation of Musicians of the United States and Canada.</b>	<b>51.00</b>		
<b>The International review of African American art.</b>	<b>36.00</b>		
<b>The Internet and higher education.</b>	<b>366.00</b>		
<b>Interview.</b>	<b>14.97</b>		
<b>Investigacion y ciencia.</b>	<b>158.83</b>		
<b>Investor's business daily.</b>	<b>375.00</b>		
<b>The Irish genealogist.</b>	<b>50.92</b>		
<b>Iron man.</b>	<b>29.97</b>		
<b>J-14.</b>	<b>16.95</b>		
<b>Jack and Jill the magazine for boys and girls.</b>	<b>18.95</b>		

<b>JAMA : the journal of the American Medical Association.</b>	<b>555.00</b>		
<b>James Joyce quarterly.</b>	<b>24.00</b>		
<b>The Japan architect.</b>	<b>240.00</b>		
<b>Jazmin : los mas bellos romances del mundo.</b>	<b>(See Exceptions List)</b>		
<b>JEGP. Journal of English and Germanic philology.</b>	<b>135.00</b>		
<b>Jet.</b>	<b>30.00</b>		
<b>Jewelers' circular-keystone : JCK.</b>	<b>99.99</b>		
<b>The Jewish herald-voice.</b>	<b>52.00</b>		
<b>JMR, Journal of marketing research.</b>	<b>325.00</b>		
<b>Joe Weider's muscle &amp; fitness.</b>	<b>21.97</b>		
<b>JOM : the journal of the Minerals, Metals &amp; Materials Society.</b>	<b>447.60</b>		
<b>Journal of accountancy.</b>	<b>75.00</b>		
<b>Journal of accounting research.</b>	<b>757.00</b>		
<b>The Journal of African American history.</b>	<b>125.00</b>		
<b>The journal of American culture / American Culture Association.</b>	<b>194.00</b>		
<b>The Journal of American history.</b>	<b>475.00</b>		
<b>Journal of applied meteorology and climatology.</b>	<b>652.00</b>		
<b>Journal of Asian martial arts.</b>	<b>75.00</b>		
<b>Journal of conchology.</b>	<b>109.31</b>		
<b>The Journal of country music.</b>	<b>40.00</b>		
<b>The Journal of criminal law &amp; criminology / Northwestern University School of Law.</b>	<b>50.00</b>		
<b>The Journal of decorative and propaganda arts.</b>	<b>25.00</b>		
<b>The Journal of economic history.</b>	<b>240.00</b>		
<b>Journal of education.</b>	<b>57.00</b>		
<b>The Journal of finance.</b>	<b>454.00</b>		
<b>Journal of forestry.</b>	<b>216.00</b>		
<b>The Journal of geography.</b>	<b>203.00</b>		
<b>The Journal of geology.</b>	<b>216.00</b>		

<b>Journal of interlibrary loan, document delivery &amp; information supply.</b>	<b>342.00</b>		
<b>Journal of library administration.</b>	<b>782.00</b>		
<b>Journal of music theory.</b>	<b>54.00</b>		
<b>The Journal of Negro education.</b>	<b>115.00</b>		
<b>The Journal of nutrition.</b>	<b>697.00</b>		
<b>Journal of petroleum geology.</b>	<b>578.00</b>		
<b>The Journal of philosophy.</b>	<b>100.00</b>		
<b>Journal of physical education, recreation &amp; dance. (JOPERD)</b>	<b>220.00</b>		
<b>Journal of psychoactive drugs.</b>	<b>160.00</b>		
<b>Journal of small business management.</b>	<b>279.00</b>		
<b>The Journal of southern history.</b>	<b>60.00</b>		
<b>Journal of the Afro-American Historical and Genealogical Society.</b>	<b>57.00</b>		
<b>Journal of the American Dietetic Association.</b>	<b>387.00</b>		
<b>Journal of the American Oil Chemists' Society.</b>	<b>576.60</b>		
<b>Journal of the American Veterinary Medical Association.</b>	<b>190.00</b>		
<b>Journal of the Southwest.</b>	<b>34.00</b>		
<b>Journal of the West.</b>	<b>80.00</b>		
<b>Journal of therapeutic horticulture.</b>	<b>62.00</b>		
<b>Journal of visual impairment &amp; blindness.</b>	<b>205.00</b>		
<b>The Journal of wildlife management.</b>	<b>790.00</b>		
<b>JPT : Journal of petroleum technology : official publication of the Society of Petroleum Engineers of AIME.</b>	<b>80.00</b>		
<b>Just for Black men (Black Men)</b>	<b>29.00</b>		
<b>Kahani : a South Asian literary magazine for children.</b>	<b>32.00</b>		
<b>Kentucky ancestors.</b>	<b>62.00</b>		
<b>Keyboard. (Must order direct)</b>	<b>N/A</b>		
<b>Khawateen Digest (Unable to locate publisher)</b>	<b>N/A</b>		
<b>Kids discover.</b>	<b>31.95</b>		
<b>Kiplinger's personal finance magazine.</b>	<b>23.95</b>		
<b>Kirkus reviews.</b>	<b>167.00</b>		

<b>Kliatt. (Discontinued)</b>	<b>0.00</b>		
<b>Knitters.</b>	<b>20.00</b>		
<b>Kovels on antiques and collectibles.</b>	<b>36.00</b>		
<b>Labor history.</b>	<b>364.00</b>		
<b>LACE quarterly financial institution ratings.</b>	<b>537.00</b>		
<b>The Ladies' home journal.</b>	<b>16.97</b>		
<b>Ladybug.</b>	<b>33.95</b>		
<b>Lamar journal of the humanities.</b>	<b>22.00</b>		
<b>Lambda book report.</b>	<b>72.00</b>		
<b>The lancet.</b>	<b>969.00</b>		
<b>Landscape architecture.</b>	<b>75.00</b>		
<b>Lang Van</b>	<b>67.00</b>		
<b>The Langston Hughes review : official publication of the Langston Hughes Society.</b>	<b>20.00</b>		
<b>Lapidary journal jewelry artist.</b>	<b>29.95</b>		
<b>Lateen.</b>	<b>10.00</b>		
<b>Latin American literary review.</b>	<b>49.00</b>		
<b>Latin American Periodicals : Fotonovela package</b>	<b>749.50</b>		
<b>Latin American Periodicals : Romance package</b>	<b>381.76</b>		
<b>Latin American Periodicals vaquerito western package</b>	<b>308.48</b>		
<b>Latin trade.</b>	<b>109.95</b>		
<b>Latina.</b>	<b>17.97</b>		
<b>Law and contemporary problems.</b>	<b>66.00</b>		
<b>The Leatherneck.</b>	<b>37.95</b>		
<b>Library + information update.</b>	<b>180.00</b>		
<b>Library administration &amp; management.</b>	<b>77.00</b>		
<b>Library administrator's digest.</b>	<b>45.00</b>		
<b>Library Binding Institute Membership (Must order direct)</b>	<b>N/A</b>		
<b>Library collections, acquisitions &amp; technical services.</b>	<b>366.00</b>		
<b>Library hotline.</b>	<b>119.99</b>		
<b>Library journal.</b>	<b>149.99</b>		
<b>Library technology reports.</b>	<b>337.00</b>		
<b>Library trends.</b>	<b>135.00</b>		

<b>El libro policiaco de color.</b>		<b>93.60</b>	
<b>El Libro semanal. (included in Fotonovela Pkg.)</b>	<b>N/A</b>		
<b>Libro sentimental. (included in Fotonovela Pkg.)</b>	<b>N/A</b>		
<b>Libro Vaquero (included in Fotonovela Pkg.)</b>	<b>N/A</b>		
<b>Linn's stamp news world's largest and most informative weekly stamp newspaper.</b>		<b>45.95</b>	
<b>Literal.</b>		<b>18.00</b>	
<b>The Literary review.</b>		<b>30.00</b>	
<b>Living blues.</b>		<b>27.95</b>	
<b>Local climatological data. Houston, Texas. Monthly summary.</b>		<b>46.00</b>	
<b>Locus.</b>		<b>76.00</b>	
<b>The London review of books.</b>		<b>70.00</b>	
<b>The Lone Star report.</b>		<b>62.00</b>	
<b>Looney tunes magazine.</b>		<b>19.99</b>	
<b>Los Angeles magazine.</b>		<b>12.00</b>	
<b>The Los Angeles times.</b>		<b>1,104.00</b>	
<b>Los Angeles times [microform]. (Included in LA Times)</b>	<b>N/A</b>		
<b>Los Angeles times index. (Must order direct)</b>	<b>N/A</b>		
<b>The Louisiana genealogical register.</b>		<b>37.00</b>	
<b>Louisiana Historical Association membership</b>		<b>37.00</b>	
<b>Louisiana life.</b>		<b>9.95</b>	
<b>Low rider.</b>		<b>35.00</b>	
<b>Luna cornea. (Must order direct)</b>	<b>N/A</b>		
<b>M.</b>		<b>14.97</b>	
<b>Mac/Life.</b>		<b>14.95</b>	
<b>Ma'ch Song (See exceptions list)</b>	<b>N/A</b>		
<b>Machine design.</b>		<b>120.00</b>	
<b>Maclean's.</b>		<b>93.74</b>	
<b>Macworld : the Macintosh magazine.</b>		<b>34.97</b>	
<b>Mad.</b>		<b>29.99</b>	
<b>Madame Figaro.</b>		<b>160.43</b>	
<b>The magazine antiques.</b>		<b>39.95</b>	
<b>Magazine of Virginia genealogy. (Comes with VA Genealogy)</b>		<b>47.00</b>	
<b>The mailbox : the idea magazine for teachers.</b>		<b>29.95</b>	
<b>Maine antique digest.</b>		<b>43.00</b>	



<b>Metalsmith.</b>			
		<b>34.00</b>	
<b>Metropolis.</b>		<b>29.95</b>	
<b>Metropolitan home.</b>		<b>29.00</b>	
<b>Mexico desconocido</b>		<b>102.00</b>	
<b>Michigan quarterly review.</b>		<b>30.00</b>	
<b>Mickey parade geant</b>		<b>47.17</b>	
<b>The Midwest quarterly.</b>		<b>15.00</b>	
<b>Military history of the West. (Pd. Through 12/09)</b>	<b>N/A</b>		
<b>Military review.</b>		<b>62.10</b>	
<b>Minnesota genealogical journal.</b>		<b>35.00</b>	
<b>Minority business entrepreneur : MBE.</b>		<b>30.00</b>	
<b>Misha : ezhemesiachnyĀ illiustrirovannyĀ zurnal dlia devochek i malchikov.</b>		<b>145.00</b>	
<b>The Mississippi quarterly.</b>		<b>34.00</b>	
<b>Missouri State Genealogical Association journal / Missouri State Genealogical Association.</b>		<b>32.00</b>	
<b>Model airplane news.</b>		<b>38.00</b>	
<b>Modern bride.</b>		<b>20.00</b>	
<b>Modern drama.</b>		<b>82.00</b>	
<b>Modern fiction studies.</b>		<b>196.00</b>	
<b>The Modern language review.</b>		<b>298.00</b>	
<b>Modern language studies.</b>		<b>60.00</b>	
<b>Modern philology.</b>		<b>200.00</b>	
<b>Modern plastics.</b>		<b>59.00</b>	
<b>The modernism magazine.</b>		<b>19.95</b>	
<b>Momentum.</b>		<b>32.00</b>	
<b>Money.</b>		<b>41.95</b>	
<b>Moneyletter.</b>		<b>164.00</b>	
<b>Monthly review.</b>		<b>138.00</b>	
<b>Morningstar mutual funds.</b>		<b>887.00</b>	
<b>Mortgage banking.</b>		<b>86.00</b>	

<b>Mosaic : a journal for the comparative study of literature.</b>		100.20	
<b>Mosaic literary magazine.</b>		62.00	
<b>The Mother earth news.</b>		15.00	
<b>Mother Jones.</b>		15.00	
<b>Mothering.</b>		22.95	
<b>Motor boating.</b>		19.97	
<b>Motor trend.</b>		10.00	
<b>Motor trend en Espanol (Discontinued eff Dec 2003)</b>	N/A		
<b>The Motorcyclist.</b>		10.00	
<b>Ms.</b>		45.00	
<b>MultiCultural review : dedicated to a better understanding of ethnic, racial, and religious diversity.</b>		69.00	
<b>Museum of American Folk Art individual membership</b>		82.00	
<b>Music trades.</b>		28.00	
<b>Muslim girl.</b>		31.99	
<b>Muslim journal.</b>		77.00	
<b>The Muslim world.</b>		217.00	
<b>Muy interesante.</b>		19.95	
<b>My table.</b>		24.00	
<b>Mythlore. (pd through 01-2013)</b>	N/A		
<b>N.A.D.A. manufactured housing cost guide.</b>		132.00	
<b>N.A.D.A. marine appraisal guide.</b>		132.00	
<b>N.A.D.A. motorcycle, snowmobile, ATV, personal watercraft appraisal guide.</b>		76.00	
<b>N.A.D.A. official older used car guide : an official N.A.D.A. value guide.</b>		78.00	
<b>N.A.D.A. official used car guide.</b>		90.00	
<b>N.A.D.A. recreation vehicle appraisal guide.</b>		132.00	
<b>The Nathaniel Hawthorne review : the official publication of the Nathaniel Hawthorne Society.</b>		27.00	
<b>The nation.</b>		97.00	
<b>National Catholic reporter.</b>		43.95	
<b>National enquirer.</b>		78.00	
<b>National geographic.</b>		34.00	
<b>National Geographic adventure.</b>		14.97	
<b>National geographic Deutschland.</b>		90.00	
<b>National geographic en espanol.</b>		24.00	
<b>National geographic France.</b>		87.91	

<b>National geographic kids.</b>	<b>24.00</b>		
<b>National geographic traveler.</b>	<b>14.95</b>		
<b>National Opera Association membership</b>	<b>87.00</b>		
<b>National parks : [the magazine of the National Parks &amp; Conservation Association].</b>	<b>22.00</b>		
<b>National petroleum news.</b>	<b>64.00</b>		
<b>National review.</b>	<b>59.00</b>		
<b>National Trust for Historic Preservation membership</b>	<b>32.00</b>		
<b>National wildlife.</b>	<b>19.95</b>		
<b>Natural history.</b>	<b>30.00</b>		
<b>Nature.</b>	<b>2,932.00</b>		
<b>Naval history.</b>	<b>52.00</b>		
<b>Navnit.</b>	<b>50.00</b>		
<b>Nebraska ancestree.(Comes with Nebraska State Genealogical Society Membership)</b>	<b>29.00</b>		
<b>Neil Sperry's gardens.</b>	<b>33.95</b>		
<b>The New England historical and genealogical register / New-England Historic Genealogical Society.</b>	<b>72.00</b>		
<b>The New England journal of medicine.</b>	<b>665.00</b>		
<b>New in chess magazine.</b>	<b>88.00</b>		
<b>New letters.</b>	<b>30.00</b>		
<b>New Mexico genealogist.</b>	<b>42.00</b>		
<b>New Mexico historical review.</b>	<b>57.00</b>		
<b>New Mexico magazine.</b>	<b>25.95</b>		
<b>New moon : the magazine for girls and their dreams.</b>	<b>34.95</b>		
<b>New Orleans genesis.</b>	<b>42.00</b>		
<b>The new republic.</b>	<b>79.97</b>		
<b>New scientist.</b>	<b>149.00</b>		
<b>New statesman.</b>	<b>345.00</b>		
<b>New York.</b>	<b>39.95</b>		

<b>The New York genealogical and biographical record.</b>		<b>42.00</b>	
<b>The New York review of books.</b>		<b>69.00</b>	
<b>The New York times.</b>		<b>696.80</b>	
<b>The New York times [microform]. (included in NY Times)</b>	<b>N/A</b>		
<b>The New York times book review.</b>		<b>91.00</b>	
<b>The New York times index. (Must order direct)</b>	<b>N/A</b>		
<b>The New York times large type weekly.</b>		<b>85.80</b>	
<b>The New York times upfront.</b>		<b>24.95</b>	
<b>The New Yorker.</b>		<b>59.95</b>	
<b>Newsletter on intellectual freedom.</b>		<b>82.00</b>	
<b>Newsweek.</b>		<b>42.00</b>	
<b>Newsweek en espanol. (must order direct)</b>	<b>N/A</b>		
<b>Newtype USA.(Discontinued eff Apr 2008)</b>	<b>N/A</b>		
<b>Ngay nay.</b>		<b>47.00</b>	
<b>Nick jr. magazine.</b>		<b>25.00</b>	
<b>Nick magazine.</b>		<b>29.99</b>	
<b>Nineteenth-century French studies.</b>		<b>133.00</b>	
<b>Nintendo power.</b>		<b>19.95</b>	
<b>NISO, National Information Standards Organization</b>		<b>1,007.00</b>	
<b>The NonProfit times.</b>		<b>81.00</b>	
<b>North American birds.</b>		<b>72.00</b>	
<b>The North American review.</b>		<b>22.00</b>	
<b>The North Carolina Genealogical Society journal.</b>		<b>52.00</b>	
<b>North Texas trail tracers.</b>		<b>27.00</b>	
<b>Notas para ti. (must order direct)</b>	<b>N/A</b>		
<b>Notes.</b>		<b>112.00</b>	
<b>Notes and queries.</b>		<b>289.00</b>	
<b>Notes on contemporary literature.</b>		<b>35.00</b>	
<b>Novelas Popular : English Comics (included in Fotonovelas)</b>	<b>N/A</b>		
<b>Novelas Popular : Spanish comics (included in Fotonovelas)</b>	<b>N/A</b>		
<b>Novelas Popular : Spanish fotonovelas (included in Fotonovelas)</b>	<b>N/A</b>		
<b>Nuestras raíces = our roots : quarterly. (Comes w/ Gen Soc of Hispanic America)</b>		<b>37.00</b>	
<b>Numismatic news.</b>		<b>35.99</b>	
<b>The Numismatist for collectors of coins, medals, tokens and paper money.</b>		<b>38.00</b>	
<b>Nursing outlook.</b>		<b>162.00</b>	

<b>Nuts &amp; volts.</b>		<b>24.95</b>	
<b>Nylon.</b>		<b>19.97</b>	
<b>O at home.</b>		<b>28.00</b>	
<b>O : the Oprah magazine.</b>		<b>12.00</b>	
<b>Obsidian III.</b>		<b>31.11</b>	
<b>Occupational outlook quarterly / United States Department of Labor, Bureau of Labor Statistics in cooperation with Veterans Administration.</b>		<b>27.00</b>	
<b>Odyssey.</b>		<b>33.95</b>	
<b>Off-road.</b>		<b>11.97</b>	
<b>The Official xbox magazine.</b>		<b>14.95</b>	
<b>Offshore.</b>		<b>92.00</b>	
<b>OG. (Organic Gardening)</b>		<b>23.94</b>	
<b>Ohio Genealogical Society membership</b>		<b>44.00</b>	
<b>The oil and gas journal.</b>		<b>89.00</b>	
<b>Oklahoma Genealogical Society quarterly.</b>		<b>32.00</b>	
<b>Oklahoma today.</b>		<b>29.95</b>	
<b>Old cars price guide.</b>		<b>19.98</b>	
<b>The Old-house journal.</b>		<b>19.97</b>	
<b>Online.</b>		<b>124.95</b>	
<b>Onze mondial</b>		<b>85.71</b>	
<b>Opera news.</b>		<b>45.00</b>	
<b>Oriental art. (Publisher delayed)</b>	<b>EBSCO will order when current</b>		
<b>Ornament.</b>		<b>26.00</b>	
<b>Our Texas.</b>		<b>22.00</b>	
<b>Our Texas newspaper (See exceptions list)</b>	<b>N/A</b>		
<b>Out.</b>		<b>14.95</b>	
<b>Outdoor life.</b>		<b>19.97</b>	
<b>Outside.</b>		<b>18.00</b>	
<b>Owl.</b>		<b>29.99</b>	
<b>Oxygen.</b>		<b>19.97</b>	
<b>Pack-o-fun.</b>		<b>21.97</b>	
<b>Padres e hijos. (Must order direct)</b>	<b>N/A</b>		
<b>Paideuma. (Publisher delayed)</b>	<b>EBSCO will order when current</b>		
<b>PakĀ«zah.</b>		<b>92.00</b>	
<b>Paper crafts.</b>		<b>19.97</b>	
<b>Papers on language &amp; literature : PLL.</b>		<b>70.00</b>	
<b>Parenting.</b>		<b>21.97</b>	

Parents magazine.		15.98	
Paris-match.		165.00	
The Paris review.		59.00	
Parks & recreation.		60.00	
Password.		57.00	
PC gamer.		14.95	
PC magazine en espa�ol. (no longer available)	N/A		
PC magazine : the independent guide to IBM-standard personal computing.		24.97	
PC world.		24.95	
PCphoto.		19.94	
Penguen (See Exceptions List)	N/A		
The Pennsylvania genealogical magazine.		57.00	
Penton's welding magazine.		80.00	
The People. (Suspended)	N/A		
People.		116.07	
People en espanol.		19.97	
El Periodico U.S.A.		48.00	
The Perryman report.		162.00	
The petroleum economist.		1,230.00	
Philadelphia.		12.00	
Philanthropy world.		74.00	
Philological quarterly.		60.00	
Photonics spectra.		122.00	
Piecework.		24.95	
Pipeline & gas journal.		87.00	
Pit & quarry.		48.00	
Playboy.		29.97	
Playboy [microform]. (included in Playboy)	N/A		
Plays.		44.00	
PLAYSTATION: THE OFFICIAL MAGZINE;"PSM 100% independent PS2 & PlayStation magazine." (Must order direct)	N/A		
Ploughshares.		27.00	
Poe studies.		22.50	
Poetry.		38.00	

Poetry Society of Texas membership	37.00		
Poets & writers.	25.00		
POINTers / Pursuing Our Italian Names Together.	42.00		
Policy review.	36.00		
Pomme d'api.	125.16		
Popular communications.	32.95		
Popular mechanics.	24.00		
Popular mechanics en Espanol. (Must order direct)	N/A		
Popular photography and imaging. (Now called Popular Photography)	24.00		
Popular science.	19.97		
Pottery making illustrated.	24.95		
Power.	59.00		
Poz.	19.97		
Practical horseman.	19.95		
Prepared foods.	140.00		
Prevention.	21.97		
Print.	37.00		
Pro wrestling illustrated.	54.20		
Proceedings of the IEEE.	775.00		
Professional safety.	63.00		
The Progressive.	50.00		
Progressive farmer.	18.00		
The Progressive grocer.	129.00		
Prologue : the journal of the National Archives.	32.00		
Psychological reports.	527.00		
Psychology today.	18.00		
Public art review.	36.00		
Public libraries.	62.00		
Public library quarterly.	337.00		
Public utilities fortnightly.	181.00		
Public works.	60.00		
Publications of the Modern Language Association of America.	180.00		
The publishers weekly.	239.99		
880-01 Qing nian wen zhai = Qingnian wenzhai.	57.60		
880-01 Qing nian yi dai.	61.20		
QST.	39.00		
Quarterly / Oregon Genealogical Society.	32.00		

<b>The quarterly journal of economics.</b>	<b>428.00</b>		
<b>The Quarterly journal of speech.</b>	<b>247.00</b>		
<b>Quilter's newsletter magazine.</b>	<b>29.97</b>		
<b>Railroad model craftsman.</b>	<b>34.95</b>		
<b>Railway age.</b>	<b>82.00</b>		
<b>Ranger Rick / National Wildlife Federation.</b>	<b>19.95</b>		
<b>Reader's digest.</b>	<b>24.98</b>		
<b>Reader's digest. Chinese.</b>	<b>65.00</b>		
<b>Reader's digest. Large print</b>	<b>29.96</b>		
<b>Real simple.</b>	<b>28.95</b>		
<b>Realtor magazine.</b>	<b>56.00</b>		
<b>Redbook : the magazine for young adults.</b>	<b>18.00</b>		
<b>Reference and research book news.</b>	<b>187.00</b>		
<b>Renaissance and Reformation. Renaissance et Reforme.</b>	<b>61.00</b>		
<b>Renascence.</b>	<b>35.00</b>		
<b>Restaurant business.</b>	<b>99.00</b>		
<b>Restaurants &amp; institutions.</b>	<b>165.99</b>		
<b>Review of Texas books.</b>	<b>26.00</b>		
<b>880-01 RidÅ sÅ TaijesÅtÊ»Å. (See Exceptions List)</b>	<b>N/A</b>		
<b>Right on!.</b>	<b>20.00</b>		
<b>The ring.</b>	<b>53.70</b>		
<b>Rio Grande researcher / the El Paso Genealogical Society.</b>	<b>27.00</b>		
<b>Road and track.</b>	<b>22.00</b>		
<b>Rocks and minerals.</b>	<b>164.00</b>		
<b>Rolling stone.</b>	<b>25.94</b>		
<b>Romance notes.</b>	<b>52.00</b>		
<b>Romantic times book reviews.</b>	<b>29.95</b>		
<b>RSR: reference services review.</b>	<b>499.00</b>		
<b>Rubber world.</b>	<b>34.00</b>		
<b>Runner's world.</b>	<b>24.00</b>		

Running times.		19.97	
S.A.M. advanced management journal.		64.00	
Sacred music.		48.00	
Safety & health : SH / National Safety Council.		64.40	
Saga of southern Illinois : a quarterly publication of the Genealogy Society of Southern Illinois.		37.00	
Sail.		10.00	
Sales & marketing management.		48.00	
Salt water sportsman.		24.97	
Saras salil.		25.00	
Sarita.		45.00	
Saspens dġġġ hjestġ = Suspense digest. (See Exceptions List)	N/A		
The Saturday evening post.		14.97	
Sayidaty.		268.57	
School library journal : SLJ.		129.99	
Science.		360.00	
Science fiction chronicle. (unable to contact publisher)	N/A		
Science-fiction studies.		37.00	
Science news.		54.50	
Scientific American.		39.95	
Scitech book news.		187.00	
Scott stamp monthly.		31.97	
The Scottish genealogist.		43.14	
Scuba diving.		16.97	
Sea technology.		50.00	
Seagull.		60.00	
Selecciones del Reader's Digest.		19.97	
Self.		17.97	
Serials review.		366.00	
Seventeen.		19.95	
The Sewanee review.		45.00	
The Shakespeare newsletter.		27.00	
Shakespeare quarterly.		182.00	
Shape.		24.00	
Sheet music magazine. Standard piano/guitar.		21.97	
Shin Dong A (unable to locate publisher)	N/A		
Shojo beat.		29.95	

<b>Shonen jump.</b>		<b>24.95</b>		
<b>Shuttle, spindle &amp; dyepot.</b>		<b>62.00</b>		
<b>Siempre!</b>		<b>462.00</b>		
<b>Siempre mujer.</b>		<b>18.00</b>		
<b>Simple scrapbooks.</b>		<b>23.97</b>		
<b>Sing out.</b>		<b>35.00</b>		
<b>Sister 2 sister : S 2 S.</b>		<b>15.00</b>		
<b>The Skeptical inquirer.</b>		<b>35.00</b>		
<b>Ski.</b>		<b>14.97</b>		
<b>Sky and telescope.</b>		<b>42.95</b>		
<b>Slam.</b>		<b>9.97</b>		
<b>Small press review.</b>		<b>45.00</b>		
<b>Smart libraries newsletter.</b>		<b>97.00</b>		
<b>SmartMoney.</b>		<b>24.00</b>		
<b>Smithsonian.</b>		<b>36.00</b>		
<b>Soccer America.</b>		<b>79.00</b>		
<b>The social book : a calendar and resource guide / Scott Evans Productions, Inc. (See Exceptions List)</b>	<b>N/A</b>			
<b>Society.</b>		<b>423.00</b>		
<b>Society of Architectural Historians membership</b>		<b>337.00</b>		
<b>Sophisticate's Black hair styles and care guide.</b>		<b>48.00</b>		
<b>Sound &amp; vision</b>		<b>29.00</b>		
<b>The South Carolina magazine of ancestral research.</b>		<b>42.00</b>		
<b>Southern accents.</b>		<b>18.00</b>		
<b>Southern humanities review.</b>		<b>15.00</b>		
<b>Southern living.</b>		<b>28.00</b>		
<b>The Southern quarterly. (Publisher delay)</b>	<b>EBSCO will order when current</b>			
<b>The Southern review.</b>		<b>62.00</b>		
<b>Southwest art.</b>		<b>36.95</b>		
<b>Southwest review.</b>		<b>30.00</b>		
<b>Southwestern musician combined with The Texas music educator.</b>		<b>18.00</b>		
<b>SPE drilling &amp; completion : an official publication of the Society of Petroleum Engineers.</b>		<b>150.00</b>		
<b>SPE production &amp; operations.</b>		<b>150.00</b>		
<b>The spectator.</b>		<b>284.43</b>		
<b>Spider : the magazine for children.</b>		<b>33.95</b>		
<b>Der Spiegel.</b>		<b>340.00</b>		
<b>Spin.</b>		<b>9.95</b>		
<b>Spirituality &amp; health.</b>		<b>29.95</b>		

<b>The Sporting news.</b>		<b>78.00</b>	
<b>Sports afield.</b>		<b>32.97</b>	
<b>Sports illustrated.</b>		<b>88.95</b>	
<b>Sports illustrated for kids.</b>		<b>31.95</b>	
<b>SRDS business publication advertising source.</b>		<b>909.00</b>	
<b>SRDS consumer magazine advertising source.</b>		<b>891.00</b>	
<b>SRDS newspaper advertising source.</b>		<b>1,122.00</b>	
<b>SRDS radio advertising source.</b>		<b>676.00</b>	
<b>SRDS TV &amp; cable source.</b>		<b>663.00</b>	
<b>SRI annual print volume (See Exceptions List)</b>	<b>N/A</b>		
<b>SRI [microform] (See Exceptions List)</b>	<b>N/A</b>		
<b>Stained glass : quarterly of the Stained Glass Association of America.</b>		<b>36.00</b>	
<b>Standard &amp; Poor's analysts' handbook</b>		<b>2,477.68</b>	
<b>Standard and Poor's basic library reference shelf</b>		<b>3,659.00</b>	
<b>Standard and Poor's complete library reference shelf</b>		<b>5,128.00</b>	
<b>Standard &amp; Poor's industry surveys.</b>		<b>4,727.00</b>	
<b>Standard &amp; Poor's register of corporations, directors and executives.</b>		<b>1,400.00</b>	
<b>Standard &amp; Poor's security dealers of North America.</b>		<b>1,187.00</b>	
<b>Standard and Poor's stock reports : bound weekly</b>		<b>3,826.00</b>	
<b>Standard &amp; Poor's/Trendline current market perspectives.</b>		<b>611.00</b>	
<b>Stardust.</b>		<b>60.00</b>	
<b>Step inside design.</b>		<b>48.00</b>	
<b>Stereophile.</b>		<b>10.00</b>	
<b>Stern Magazin.</b>		<b>280.00</b>	
<b>Stirpes.</b>		<b>37.00</b>	
<b>Stone soup.</b>		<b>37.00</b>	
<b>Stores : the bulletin of the N.R.D.G.A.</b>		<b>120.00</b>	
<b>The Street.Com. Ratings Guide to HMOs and Health Insurer (See Exceptions List)</b>	<b>N/A</b>		
<b>The Street.com ratings' guide to stock mutual funds (See Exceptions List)</b>	<b>N/A</b>		
<b>Studies in Browning and his circle.</b>		<b>35.00</b>	
<b>Studies in English literature, 1500-1900.</b>		<b>161.00</b>	
<b>Studies in romanticism.</b>		<b>60.00</b>	

	EBSCO will order when current		
<b>Studies in Scottish literature. (Publisher delay)</b>			
<b>Studies in the novel.</b>	57.00		
<b>Studio photography &amp; design.</b>	56.00		
<b>Style.</b>	72.00		
<b>Successful farming.</b>	15.95		
<b>Sugar journal.</b>	50.00		
<b>Sunday times</b>	316.10		
<b>Sunset.</b>	24.00		
<b>Sunshine artists, U.S.A.</b>	46.95		
<b>Supermarket news.</b>	195.00		
<b>Surfer.</b>	14.97		
<b>Swati Sapari Vara Patrika</b>	69.00		
<b>Swedish American genealogist.</b>	28.00		
<b>T+D : better performance through workplace learning / ASTD.</b>	99.00		
<b>Taste of home.</b>	17.98		
<b>Tea.</b>	20.00		
<b>The tea &amp; coffee trade journal.</b>	49.00		
<b>Technical services quarterly.</b>	542.00		
<b>Technology review.</b>	31.97		
<b>Teen Vogue.</b>	15.00		
<b>Teen voices.</b>	32.00		
<b>TeenInk.</b>	37.00		
<b>Television quarterly.</b>	42.00		
<b>Tennessee studies in literature.</b>	49.00		
<b>Tennis.</b>	15.00		
<b>Texas aggie. (no rates available)</b>	N/A		
<b>Texas Archeological Society membership</b>	62.00		
<b>Texas architect.</b>	25.00		
<b>Texas bar journal.</b>	24.00		
<b>Texas books in review.</b>	26.00		
<b>Texas child care.</b>	37.00		
<b>Texas contractor.</b>	106.99		
<b>The Texas Episcopalian. (See Exceptions List)</b>	N/A		
<b>Texas fish &amp; game.</b>	15.00		
<b>Texas gardener.</b>	21.95		
<b>The Texas Gulf historical and biographical record.</b>	37.00		
<b>Texas heritage.</b>	47.00		

<b>Texas highways.</b>		19.95	
<b>The Texas historian.</b>		9.00	
<b>The Texas journal of science.</b>		62.00	
<b>Texas library journal.</b>		32.00	
<b>Texas monthly.</b>		15.00	
<b>The Texas observer.</b>		36.00	
<b>Texas outdoors journal.</b>		26.95	
<b>Texas parks &amp; wildlife.</b>		31.00	
<b>The Texas Postal History Society journal.</b>		30.00	
<b>The Texas review.</b>		20.00	
<b>Texas sportsman.</b>		19.97	
<b>Texas State Historical Association membership</b>		100.00	
<b>Texas studies in literature and language.</b>		154.00	
<b>Texas town &amp; city. (Must order direct)</b>	N/A		
<b>This old house.</b>		24.95	
<b>The Thomas Wolfe review.</b>		15.00	
<b>Thrasher. (Must order direct)</b>	N/A		
<b>Threads magazine.</b>		32.95	
<b>Time.</b>		76.13	
<b>TLS, the Times literary supplement [microform].</b>		634.22	
<b>Today's Black Woman</b>		18.00	
<b>Today's child.</b>		24.00	
<b>Total girl.</b>		91.46	
<b>Town &amp; country.</b>		28.00	
<b>Track &amp; field news.</b>		43.95	
<b>Traditional home.</b>		24.00	
<b>Trailer life.</b>		15.97	
<b>Training : The human side of business.</b>		79.00	
<b>Transactions of the Huguenot Society of South Carolina.</b>		27.00	
<b>Transworld skateboarding.</b>		19.95	
<b>Travel &amp; leisure.</b>		57.00	
<b>Tree talks.</b>		42.00	
<b>The Treearcher / Southwest Kansas Genealogical Society.</b>		27.00	
<b>Trendline daily action stock charts.</b>		1,357.00	
<b>Tri-quarterly / Northwestern University.</b>		36.00	
<b>Tribal : the magazine of tribal art.</b>		82.00	
<b>Tropical fish hobbyist.</b>		40.00	
<b>Tu. (Must order direct)</b>	N/A		

Tu do.			
Turk of America.		122.00	
TV guide.		29.95	
TV y novelas.		55.96	
		29.95	
Twist.		14.97	
U.S. Catholic.		34.00	
U.S. custom house guide.		986.53	
U.S. news & world report.		49.75	
UktÄ«bir. (See Exceptions List)	N/A		
The Unabashed librarian.		83.50	
United Nations chronicle / Department of Public Information.		25.00	
Upscale : the successful black magazine.		26.95	
Urban Latino.		28.00	
Urban Library Journal (Publisher delay)	EBSCO will order when current		
Urdu Digest (Unable to locate publisher)	N/A		
Us weekly.		99.00	
USA today (newspaper)		187.00	
USA today [microform].	Included		
USA today index.	Included		
USA today magazine.		240.00	
Utah Genealogical Association Membership		57.00	
The Utne reader.		19.97	
The value line daily options survey : the weekly options strategist.		399.00	
The Value line investment survey [microform]. (Microfiche)		898.00	
The Value line investment survey. (Small/mid cap ed)		269.00	
The value line investment survey. (Print + online)		898.00	
The Value line mutual fund survey.		345.00	
The Value Line special situations service.		495.00	
Van Hoc (Publisher delay)	EBSCO will order when current		
Vanidades.		32.90	
Vanity fair.		26.00	
Variety.		299.99	
Vegetarian times.		19.90	
Vending times.		40.00	

Verge magazine.		37.48	
Vibe.		14.95	
Victorian homes.		19.95	
The Video librarian.		64.00	
View camera.		25.00	
The Village voice.		111.00	
The Village voice [microform].	Included		
The Virginia genealogist.		47.00	
The Virginia quarterly review.		40.00	
Visual merchandising & store design.		42.00	
Vital speeches of the day.		75.00	
Vogue.		29.95	
Vogue en espanol. (Must order direct)	N/A		
Voice of Asia.		35.00	
Voice of youth advocates : VOYA.		55.00	
The Wall Street journal.		249.00	
The Wall Street journal [microform].	Included		
The Wall Street journal Asia.		980.00	
The Wall Street journal. Index.	Included		
Wapiti : les sciences de la nature.		103.80	
The Washington monthly.		44.95	
The Washington post.		854.40	
The Washington post [microform].	Included		
The Washington post index.	Included		
The Washington report on Middle East affairs.		41.00	
The Washingtonian.		39.95	
Watauga Association of Genealogists membership		27.00	
The Water skier.		15.00	
The Waterways journal.		51.00	
Weatherwise.		144.00	
Weddings in Houston. (See Exceptions List)	N/A		
Weed science.		570.00	
Weight watchers magazine.		14.95	
Welding journal.		132.00	

<b>Die Weltkunst.</b>		991.54	
<b>Western American literature.</b>		65.00	
<b>Western folklore.</b>		50.00	
<b>The Western historical quarterly.</b>		102.00	
<b>The Western horseman.</b>		24.00	
<b>The Western humanities review.</b>		24.00	
<b>Where it's at : the newsletter for artists &amp; craftsmen in Texas.</b>		49.95	
<b>Wilderness.</b>		20.00	
<b>Wildlife conservation.</b>		25.00	
<b>Wired.</b>		24.00	
<b>Wizard : the guide to comics.</b>		28.00	
<b>Woman's art journal.</b>		79.00	
<b>Woman's day.</b>		18.00	
<b>Women's health</b>		15.97	
<b>Wonder time.</b>		14.95	
<b>Wood and wood products the national authority on wood &amp; applied products management and operations.</b>		55.00	
<b>Word up!.</b>		29.00	
<b>Workbench.</b>		22.00	
<b>Working mother.</b>		12.97	
<b>World</b>		61.95	
<b>World literature today.</b>		130.00	
<b>The World of music.</b>		111.18	
<b>World soccer.</b>		112.18	
<b>The Writer.</b>		32.95	
<b>Writer's digest. (pd. Through 12/2009)</b>	N/A		
<b>WW magazine (WWE Magazine)</b>		36.97	
<b>WW Smackdown!</b>	Included		
<b>WWD.</b>		205.00	
<b>X-Men. (Now called X-Men Legacy)</b>		24.97	
<b>Yachting.</b>		19.97	
<b>Yale French studies.</b>		50.60	
<b>The Yale review.</b>		131.00	
<b>Yellowed pages.</b>		32.00	
<b>Yiddish.</b>		42.00	

<b>Yoga journal. (Pd. Through 04/2010)</b>	<b>N/A</b>		
<b>Young adult library services.</b>		<b>62.00</b>	
<b>Young children. (Now called YC Young Children)</b>		<b>95.00</b>	
<b>Your big backyard.</b>		<b>19.95</b>	
<b>Zoobooks.</b>		<b>25.95</b>	
<b>The Zora Neale Hurston forum : official publication of the Zora Neale Hurston Society.</b>		<b>47.00</b>	

## EXHIBIT "B"

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed

at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "C"**

**DRUG POLICY COMPLIANCE AGREEMENT**

I, Margaret M. Covey/Operations Manager as an owner or officer of  
(Name) (Print/Type) (Title)  
EBSCO Information Services (Contractor)  
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

December 5, 2008

Date

Margaret M. Covey

Contractor Name

  
Signature

Operations Manager

Title

**EXHIBIT "D"**

**CONTRACTOR'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

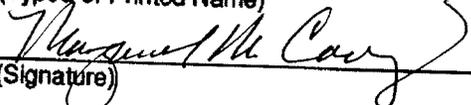
I, Margaret M. Covey, Operations Manager  
(Name) (Title)

as an owner or officer of EBSCO Information Services (Contractor)  
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing S10-T22991 for Subscription Services for Houston Public Library Department.  
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

December 5, 2008  
(Date)

Margaret M. Covey  
(Typed or Printed Name)  
  
(Signature)  
Operations Manager  
(Title)

**EXHIBIT "E"**

**DRUG POLICY COMPLIANCE DECLARATION**

I, Margaret M. Covey/Operations Manager as an owner or officer of  
(Name) (Print/Type) (Title)  
EBSCO Information Services (Contractor)  
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_.

Initials \_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials \_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials \_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials \_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

Initials \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Initials \_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials \_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

December 5, 2008  
(Date)

Margaret M. Covey  
(Typed or Printed Name)

  
(Signature)

Operations Manager  
(Title)

EBSCO will adhere to our own internal drug policy. Please see attached.

**MANAGER'S POLICY MANUAL**

ISSUED 01/93  
REVISED 04/28/98  
CLASSIFICATION PERSONNEL  
SUBJECT ALCOHOL AND DRUGS

NO. VI. A10  
PAGE 1 OF 2

I. PURPOSE

To establish a Company policy with respect to employees using or being under the influence of drugs or alcohol.

II. POLICY

- A. The manufacture, sale, distribution, possession or use of illegal or illicit drugs and/or alcohol on Company property is strictly prohibited. Company property includes any worksite, office or vehicle which is owned or used by the Company. (This prohibition does not apply to Company-sponsored or Company-authorized functions where alcohol is served.) Also, it is strictly prohibited for any employee to report for work, operate a Company vehicle, or return from lunch, breaks, etc., under the influence of illegal or illicit drugs and/or alcohol. Violation of this policy will result in disciplinary action up to and including termination of employment.
- B. Pre-Employment Testing: New employees and former employees may be required to take a drug/alcohol test. Positive test results for alcohol, illegal or illicit drugs will eliminate that applicant from consideration for hire or rehire.
- C. Current Employee Testing: Employees suspected of working or reporting for work under the influence of illegal or illicit drugs and/or alcohol may be required to submit to drug and alcohol testing on an individual basis. If a General Manager has reliable information that an employee is using drugs or alcohol during the business day, it is required that the employee be tested.
- D. Manufacturing employees involved in any work-related accident which necessitates medical treatment will be tested for drugs and alcohol. In a non-manufacturing environment, it will be the decision of the General Manager as to whether or not the employees are to be tested.
- E. Any employee who is required to submit to a drug and alcohol test may, at the discretion of the Company, be excluded from work until the results of such tests are received by the Company. If the results of any employee's drug and alcohol test are positive, the employee may be terminated

or required to enroll in a rehabilitation program. If the employee enrolls in the program, there is no guarantee that his or her job will remain available.

However, if the employee is allowed to return to work, he or she must have successfully completed the program. Also, these employees will be subject to future testing at the manager's discretion. If, after successful completion of the program, the employee has a positive drug and alcohol test, the employment will be terminated.

Employee Assistance: Employees who are experiencing any alcohol and/or drug-related problems are encouraged to contact the Department of Human Resources Employees' Benefit Coordinator. The Coordinator will provide information as to sources available to assist in alcohol and drug problems. Employees will not be disciplined for voluntarily contacting the Benefits Coordinator. However, such contact will not shield an employee from disciplinary action for violation of the drug and alcohol abuse policy.

### III. GENERAL

- A. The Company will pay all clinical costs associated with drug/alcohol testing.
- B. Any employee who refuses to submit to drug/alcohol testing and/or refuses to cooperate in any Company investigation will be subject to termination of employment at the discretion of the Company.
- C. Certain employees may also be required to submit to drug testing under the guidelines required by Federal regulations.
- D. In order to comply with Federal law, any employee who is convicted under any criminal drug statute for a violation occurring in the workplace must notify the Company no later than five (5) days after conviction.
- E. The Company maintains the right to conduct physical searches of its property, as well as employees' personal property on its premises, in order to investigate suspected violation of this policy or any other work rule.
- F. All violations of the drug and alcohol abuse policy will be discussed with the Human Resources Director.
- G. In the State of Alabama, it is permissible to drug/alcohol test employees at the Company's discretion as outlined in Paragraph II., Policy. However, state laws vary. It is the responsibility of each General Manager to review the state laws before enacting any drug testing to be sure we are not in violation of the law which could subject us to complaints and/or legal action.

## DRUG-FREE WORKPLACE POLICY

EBSCO is a federal contractor. Effective March 18, 1989, federal law requires all federal contractors to establish a drug-free workplace. EBSCO and any division of EBSCO fall under this law. EBSCO, therefore, adopts this policy because EBSCO believes in it and because it is federal law. It is the policy of EBSCO Industries, Inc., that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in EBSCO's workplace is prohibited. "Use" includes off-workplace consumption which is judged to impair individual or group job performance. Any employees violating this policy will be subject to discipline up to and including termination.

### POLICY:

1. EBSCO does not differentiate between drug users and drug pushers or sellers. Any employee who uses personally or in any way transfers a controlled substance while on the job or on company premises will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drug listed in #21 U.S.C.S. 812 and other federal regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, PCP, and "Crack." They also include "legal drugs" which are not prescribed by a licensed physician.
3. Each employee is required by law to inform the company within five (5) days after he or she is convicted for violation of any federal or state criminal drug statute where such violation occurred on the company's premises. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.
4. EBSCO's Personnel Department must notify the U. S. government within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of such a conviction.
5. If an employee is convicted of violating any criminal drug statute while on the workplace, he or she will be subject to discipline up to and including termination. Alternatively, EBSCO may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
6. As a condition of further employment, federal law requires all employees to abide by this policy and to sign the Acknowledgement on the opposite side of this form.

ACKNOWLEDGEMENT FOR SIGNATURE ON OPPOSITE SIDE

ACKNOWLEDGEMENT

As an employee of EBSCO Industries, Inc., I hereby certify that I have received a copy of EBSCO's policy regarding the maintenance of a drug-free workplace. I realize that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on EBSCO's premises and violation of this policy can subject me to discipline up to and including termination. I realize that as a condition of employment, I must abide by the terms of this policy and will notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. I further realize that federal law mandates that the employer communicate this conviction to the federal agency, and I hereby waive any and all claims that may arise for conveying this information to the federal agency.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Division

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

POLICY PRINTED ON OPPOSITE SIDE. EXTRA COPIES OF THIS FORM FOR EMPLOYEE'S RECORDS ARE AVAILABLE.

EBS-355 (6/89)

**EXHIBIT "F"**  
**PAY OR PLAY**

**CERTIFICATION OF AGREEMENT TO  
COMPLY WITH PAY OR PLAY PROGRAM**

Contractor Name: EBSCO INFORMATION SERVICES \$ Approximately \$450,000/yr.  
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 10170 CHURCH RANCH WY, STE 450, WESTMINSTER, CO 80021

Project No.: [GFS/CIP/AIP/File No.] S10-T22991

Project Name: [Legal Project Name] PERIODICALS, SERIALS, NEWSPAPER SUB SERVICES

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

Yes  No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.

Yes  No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:  
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and  
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes  No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

Yes  No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes  No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and correct.

Stanley G. Terry  
CONTRACTOR (Signature)

SEPTEMBER 25, 2008

DATE

STANLEY G. TERRY, VICE PRESIDENT/GENERAL MANAGER  
NAME AND TITLE (Print or Type)



**CITY OF HOUSTON  
PAY OR PLAY PROGRAM  
Acknowledgement Form**

Form POP-1A

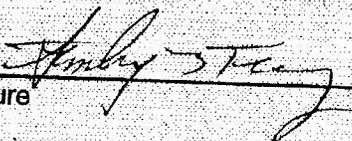
**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

**For more information, contact the Contract Administrator.**

**Routing:** Return this form with your bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

  
Signature

SEPTEMBER 25, 2008  
Date

STANLEY G. TERRY  
Print Name

N/A  
City Vendor ID

EBSCO INFORMATION SERVICES  
Company Name

800-727-1077  
Phone Number

STERRY@EBSCO.COM  
E-mail Address