



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL

TO: OVERDRIVE, INC. ORIGINAL DATE ISSUED: 8/1/2021
OVERDRIVE WAY CONTRACT NO: 22-LIB-EP-350
CLEVELAND, OHIO 44125 CONTRACT TITLE: LICENSED OVERDRIVE CONTENT

THIS IS A NOTICE OF RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-LIB-EP-350 including any attachments or amendments thereto.

EFFECTIVE DATE: 8/1/2022
EXPIRES: 7/31/2023
RENEWALS: 3 (THREE) 1 (ONE) YEAR RENEWALS REMAINING

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Karen Estrovich VENDOR TEL. NO.: (216) 573-6886 x1441

EMAIL ADDRESS: keastrovich@overdrive.com

COUNTY CONTACT: PETE PETRUSKI (LIB) COUNTY TEL. NO.: (703) 228-6339

COUNTY CONTACT EMAIL:
PPETRUSKI@ARLINGTONVA.US

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON OVERDRIVE, INC.
COUNTY, VIRGINIA

PRINT: Dr. Sharon T. Lewis

PRINT: Karen Estrovich

SIGNATURE: Dr. Sharon T. Lewis
89B86B1AD301462...

SIGNATURE: Karen Estrovich
B773F967B5EA477...

TITLE: Purchasing Agent

TITLE: Senior Regional Manager

DATE: 4/19/2022

DATE: 4/19/2022

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: OVERDRIVE, INC.	DATE ISSUED:	<u>8/1/2021</u>
OVERDRIVE WAY	CONTRACT NO:	<u>22-LIB-EP-350</u>
CLEVELAND, OHIO 44125	CONTRACT TITLE:	<u>LICENSED OVERDRIVE CONTENT</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-LIB-EP-350 including any attachments or amendments thereto.

EFFECTIVE DATE: 8/1/2021
EXPIRES: 7/31/2022
RENEWALS: 4 (FOUR) 1 (ONE) YEAR RENEWALS REMAINING
LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> NICK KOPERA	<u>VENDOR TEL. NO.:</u>	<u>(216) 573-6886 x1441</u>
<u>EMAIL ADDRESS:</u> NKOPERA@OVERDRIVE.COM		
<u>COUNTY CONTACT:</u> PETE PETRUSKI (LIB)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-6339</u>
<u>COUNTY CONTACT EMAIL:</u> PPETRUSKI@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

<i>Lucas Alexander</i>	Procurement Officer	7/30/2021
	Title	Date

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 22-LIB-EP-350

THIS AGREEMENT is made, on the date of execution by the County, between OverDrive, Inc., Overdrive Way, Cleveland, Ohio 44125 ("Contractor"), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement; and
- Exhibit A – Reserve Access Agreement.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). The primary purpose of the Work is to provide digital library lending services and licensed OverDrive content to Library Patrons. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on August 1, 2021 and must be completed no later than July 31, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than 4 (four) additional 12-month periods, from August 1, 2022 to July 31, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Subject to the terms herein, the Contractor will invoice the County for an annual fee of \$12,000 (USD) within thirty (30) days from the start of the term of this Agreement. All payments to OverDrive are due within thirty

(30) days of presentation of invoice.

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction,

affiliates.

5.8 “Primary Support” shall mean the services provided by Library to its Authorized Patrons for its day-to-day help, support, technical aid and other assistance for their use of the Library Website and DigitalContent.

5.9 “Secondary Support” shall mean the technical support services provided by OverDrive to Library in the English language, including reasonable efforts to assist Library in providing PrimarySupport.

OverDrive Digital Library features included with Annual Fee:

<i>Collection</i>
Annual Collection Credit
Thousands of classic ebooks from Project Gutenberg – free
Web-based staff training to use collection development tools in OverDrive’s Marketplace catalog of 700,000+ popular & educational ebooks, audiobooks, & video
<i>Services</i>
Library-branded website plus system-wide updates
Authentication options
Web-based staff training – lead by expert trainer (live)
Reporting module
Customizable marketing resources to promote service to staff and community both inside & outside the library
Secondary-level user support
<i>Technology</i>
OverDrive apps for ebooks, audiobooks, video
Support for iPad®, plus all major devices
Configuration and license fee
Third-party licenses for digital rights management
Maintenance, hosting & support services
Bandwidth for all downloads