

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR SMART COLLECTION SYSTEM FOR THE
SOLID WASTE MANAGEMENT DEPARTMENT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017447; 24-008**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Rubicon Global LLC** (“Rubicon” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100017447; 24-008, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Vendor’s Best and Final Offer Price Schedule submitted in response to City’s RFCSP No. 6100017447; 24-008 (hereinafter, the “Price Schedule”) (**Attachment B**);
- d. Statement of Work, Version 1.8, dated July 2, 2024 (the “SOW”) (**Attachment C**);
- e. Vendor’s Master Software Services Agreement Terms and Conditions, as revised (**Attachment D**); and
- f. Vendor’s Proposal submitted in response to RFCSP No. 6100017447; 24-008 (hereinafter, the “Vendor’s Proposal”) (**Attachment E**).

ARTICLE 2
TERM

- 2.1 **Original Contract Term.** This contract shall begin upon the effective date of the ordinance awarding the contract or June 1, 2024, whichever is later, (hereinafter the “Effective Date”) and shall continue in full force and effect on a year-to-year basis for five (5) years after implementation/set up and City’s final acceptance of the system, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 **Renewals.** At City’s option, this contract may be renewed under the same terms and conditions for three (3) additional, two (2) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor. The fees for any renewals beyond Year 10 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline (“CPI Baseline”) and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services (“CPI”) as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are August 2024.
- 2.3 **Temporary Short-Term Extensions.** City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

ARTICLE 3
SYSTEM PERFORMANCE BASED DISCOUNT

- 3.1 **Required Functionality.** Parties agree integration of the RUBICONSmartCity application with the Samsara in-cab camera to provide video required for collection data, although not included in the Statement of Work, is a required functionality in addition to any other functionalities identified or included in this Agreement. Rubicon will provide tested and delivered Samsara Vehicle gateway integrations with the RUBICONSmartCity application.
- 3.2 **System Performance Based Discount.** Parties agree that after the fourth quarter of the Effective Date or beginning on January 1, 2025, the City may assess a fee adjustment in the form of a **10% discount per quarter**, and an additional 10% discount per quarter for each quarter thereafter, so long as the tested and delivered Samsara Vehicle gateway integrations with the RUBICONSmartCity application is not available to the City. The System Performance Based Discount is calculated by reducing the Item 2 – Solution Subscription and Licensing monthly fee on the Price Schedule by 10% for the applicable quarter (three months).
- 3.3 Parties agree that the actual damages that might be sustained by the City by reason of the unavailability of the tested and delivered Samsara Vehicle gateway integrations with the

RUBICONSmartCity application, is uncertain and would be difficult of ascertainment, and that the System Performance Based Discount in this Article for each quarter that the requirement is not available would be a reasonable compensation for such unavailability. Rubicon hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such unavailability. Furthermore, the parties agree that City may withhold said System Performance Based Discount from any payments due to Rubicon hereunder. City reserves the right to pursue actual damages, rather than applying System Performance Based Discount.

ARTICLE 4
NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Solid Waste Management Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Rubicon Global, LLC
335 Madison Ave., Floor 4
New York City, New York 10017

With copy to:

City of San Antonio
Finance Department, Procurement Division
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE 5
ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this contract shall supersede and govern the license terms between City and Vendor.

In the event that conflicting or additional terms in Vendor software license agreements, shrink/click wrap license agreements, service agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this Agreement.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

RUBICON GLOBAL, LLC

DocuSigned by:
Conor Riffle
E237204E9315451

Name: Angelica Mata

Name: Conor Riffle

Title: Assistant Finance Director

Title: SVP Smart Cities

Date: _____

Date: 7/18/2024 | 11:47 AM EDT

Approved as to Form:

Assistant City Attorney