

**INTEGRATION AGREEMENT
FOR
RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 22-062; 6100015366**

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 **Bibliotheca, LLC** (“Bibliotheca” 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. 22-062; 6100015366, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Bibliotheca’s Additional Pricing Detail dated May 12, 2023 (hereinafter the “Price Schedule”) (**Exhibit B**);
- d. Bibliotheca’s Proposal in response to RFCSP No. 22-062; 6100015366, including the flex bookDrop™ range and smartShelf borrow brochures (**Exhibit C**);
- e. Bibliotheca Solution as a Service (SaaS) Terms and Conditions (**Exhibit D**); and
- f. SAPL RFID Statement of Work Version 2.0, dated May 19, 2023 (the “SOW”) (**Exhibit E**).

**ARTICLE 2
TERM**

- 2.1 Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and shall continue in full force and effect on a year-to-year basis

for five years, 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 two (2) additional, one (1) 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.

ARTICLE 3 **PRICE SCHEDULE**

- 3.1 All items in the quantities listed in "Base SaaS Plan 5-12-23" include all shipping costs.
- 3.2 Any "Additional Products" ordered shall be by change order in accordance with **Exhibit A**, RFCSP Section 014 - GENERAL TERMS & CONDITIONS, Change Orders. Shipping will be added to the annual costs dependent on the quantity at the time of purchase and must be approved by City.

ARTICLE 4 **LICENSE**

- 4.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Vendor shall, in accordance with all terms and conditions set forth in this Agreement, provide to City the Radio Frequency Identification (RFID) and Self-Check System Solution as a Service (SaaS), including the flex bookDrop™ range and smartShelf borrow, and provide the City and its authorized users access to the RFID System SaaS offerings and service maintenance and the support services ("Services") as described in **Exhibit C**, Vendor's Proposal.
- 4.2 Access and Use. Vendor hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for use of the Services, including in operation with other software, hardware, systems, networks, and services for City's business purposes.
- 4.3 Support and Maintenance / Service Level Agreement. Vendor shall provide maintenance and support for the Services, including defect repair, programming corrections, and remedial programming, in accordance with the provisions of this Agreement and as described in **Exhibit C**, Vendor's Proposal, including the service levels indicated therein. Service maintenance includes all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the subscription services, that Vendor provides at no additional charge to its other similarly situated customers. The support and maintenance services are included in the Price Schedule in **Exhibit B** and Vendor shall not assess any additional fees, costs, or charges for such support services. Vendor is responsible for keeping the system live and functional 24/7/365 and maintained in accordance with industry standards and, at minimum:

- Software related issues: an uptime rating of >99% excluding downtime caused by factors outside of the Vendor's control (LMS outages etc.); and
- Hardware related issues: a mean time between failure of 5 years and a field response time of standard on-site response 8 business hours.

4.4 City shall not be required to sign a separate maintenance and support / Service Level agreement.

ARTICLE 5

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
San Antonio Public Library
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Bibliotheca, LLC
3169 Holcomb Bridge Road, Suite 206
Norcross, Georgia 80124

With copy to:

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

ARTICLE 6

EFFECT OF TERMINATION; DATA RETENTION

6.1 "City Data" means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of City or any Authorized User for Processing by or through the Services or (b) collected, downloaded, or otherwise received by Vendor for City or any Authorized User pursuant to this contract. For the avoidance of doubt, City Data includes all User Data and personal information but does not include any Vendor materials.

- 6.2 “User Data” means any and all information reflecting the access or use of the Services by or on behalf of City or any Authorized User, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.
- 6.3 Upon and after the termination or expiration of this contract or for any or no reason, Vendor shall, at City’s option and upon its written request: (A) promptly return or destroy and erase from all systems it directly or indirectly uses or controls all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on City Data, in whole or in part, or solely such specific databases or other collections or articles of City Data as City may request, and (B) provide a written statement to City certifying that it has complied with the requirements of this, if requested by City.
- 6.4 At City’s option and upon its written request, Vendor shall: (A) continue to retain the City Data, or solely such specific databases or other collections or articles of City Data as City may request, as though this Agreement were still in force, for a period to be agreed to by the parties in writing, but that in no event will be shorter than 45 days or longer than 180 days after the effective date of such expiration or termination, as applicable, provided that City pays in full all undisputed fees due Vendor as of the effective date of such expiration or termination and pays monthly data storage fees to Vendor for its retention of such City Data pursuant to Vendor’s standard rates for such data storage in effect at the time, or if such standard rates are not in effect, such reasonable prevailing industry rates as may be agreed to by the parties in writing.

ARTICLE 7

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

Name: Angelica Mata

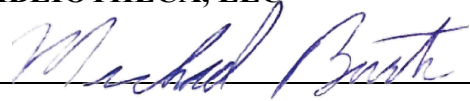
Title: Assistant Finance Director

Date: _____

Approved as to Form:

Assistant City Attorney

BIBLIOTHECA, LLC



Name: Michael Burstein

Title: CFO

Date: May 24, 2023