

**GOODS AND SERVICES
AGREEMENT**

BETWEEN THE

CITY OF SAN DIEGO



AND

BIBLIOTHECA, LLC

FOR

**MAINTENANCE OF RADIO FREQUENCY
IDENTIFICATION SYSTEMS IN ALL
LIBRARY BRANCHES**

**ARTICLE 2
DURATION OF AGREEMENT**

2.1 Term. This Agreement shall be for a term of three (3) years beginning on the Effective Date of August 1, 2022. City and Contractor may mutually agree to extend this Agreement for 2 additional one-year period(s). The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

**ARTICLE 3
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for Goods and Services rendered in accordance with this Agreement over the entire three year term in a total amount not to exceed \$711,494.57. The amount for the first year of the Agreement is not to exceed \$226,356.21. The amount for the second year of the Agreement is not to exceed \$236,648.03. The amount for the third year of the Agreement is not to exceed \$248,490.33.

**ARTICLE 4
WAGE REQUIREMENTS**

By signing this Agreement, Contractor certifies that Contractor is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

4.1 Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

4.1.1 Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

4.6.1 Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.7.1 Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

4.8.1 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

4.9.1 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

4.9.1.1 Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

4.9.1.2 A contract entered into with any Contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

goods and services to be provided.


5.2 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR
Bibliotheca, Inc.

CITY OF SAN DIEGO
A Municipal Corporation

By: 

By: 

Name: Michael Burstein

Name: Claudia C. Abarca

Title: CFO

Director, Purchasing & Contracting

Date: 5/9/23

Date: May 22, 2023

Approved as to form this 22nd day of
May, 2023
MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Ken S
Print Name

Exhibit A to Bibliotheca Goods & Services Agreement

bibliotheca, LLC - 3169 Holcomb Bridge Rd, Ste 206 - Norcross, GA 30071-1328



Service & Maintenance/Extended Warranty Quote

Bill To
 San Diego Public Library
 Business Office
 330 Park Blvd
 San Diego CA 92101-7416
 United States

Ship To
 BAKER & TAYLOR
 ATTN LORI ALLIE/MAS SUPV
 501 SOUTH GLADIOLUS STREET
 MOMENCE IL 60954-1799
 United States

Quote QUO-US11370 Date 04/13/2023

Customer: C0001203-US Payment Terms: Net 30 Days
 Quote Expiration: 07/12/2023 Contract Number: 17682
 Term: 08/01/2022 - 07/31/2023

Item	Quantity	Net Price	Net Extended
staffConnect gate Individual License License La Jolla/Riford Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Linda Vista Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Logan Heights Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Mira Mesa Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Mission Valley Library August 01, 2022 - July 31, 2023	1	99.00	99.00
libraryConnect devices license - 50+ Devices License Central Library August 01, 2022 - July 31, 2023	1	9,999.00	9,999.00
staffConnect gate Individual License License Mission Hills Library August 01, 2022 - July 31, 2023	1	99.00	99.00



Item	Quantity	Net Price	Net Extended
RFID workstation shielded (USB) 5741021 Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	169.55	169.55
DLA 80400309 Central Library August 01, 2022 - July 31, 2023	1	599.00	599.00
815 RFID CONV WKSTN 21002508 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
815 RFID CONV WKSTN 21002507 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
815 RFID CONV WKSTN 21002353 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
815 RFID CONV WKSTN 21002352 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
895 RFID STF WKSTN P1209853 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID STF WKSTN P1209852 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID STF WKSTN P1209851 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
9101 Detection Gate BP 91101474 Central Library August 01, 2022 - July 31, 2023	1	1,499.00	1,499.00
9101 Detection Gate BP 91101473 Central Library August 01, 2022 - July 31, 2023	1	1,499.00	1,499.00
DLA 80400673 Rancho Bernardo Library August 01, 2022 - July 31, 2023	1	599.00	599.00



Item	Quantity	Net Price	Net Extended
selfCheck 1000D Desktop Kiosk 0103694 Central Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0103696 Central Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
iSelf Annual Subscription 7315274UN040007 Central Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315326UN070184 Mission Hills Library August 01, 2022 - July 31, 2023	1	499.00	499.00
staffConnect gate Individual License License Rancho Bernardo Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Linda Vista Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License University Community Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License San Ysidro Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License San Carlos Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Rancho Peñasquitos Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Rancho Peñasquitos Library August 01, 2022 - July 31, 2023	1	99.00	99.00



Item	Quantity	Net Price	Net Extended
selfCheck 1000D Desktop Kiosk 0102882 Pacific Beach/Taylor Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0102893 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0103698 Balboa Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0102894 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0103949 Clairemont Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0103697 Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 Freestanding Kiosk 0102886 North Clairemont Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0102884 Mission Valley Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D Desktop Kiosk 0102885 Mission Valley Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 Freestanding Kiosk 0099697 La Jolla/Riford Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0099686 Mission Hills Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 Freestanding Kiosk 0099707 Allied Gardens/Benjamin Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92



Item	Quantity	Net Price	Net Extended
selfCheck 1000 Freestanding Kiosk 0103721 Clairemont Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0099704 North University Community Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0099694 Oak Park Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0103724 University Community Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 Freestanding Kiosk 0099695 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0103714 Linda Vista Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0103709 Linda Vista Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0103713 Otay Mesa-Nestor Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0103723 College-Rolando Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 Freestanding Kiosk 0103711 San Carlos Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 Freestanding Kiosk 0103712 San Carlos Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfcheck 1000 Freestanding Kiosk 0103720 North Park Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92



Item	Quantity	Net Price	Net Extended
iSelf Annual Subscription 7315320UN060134 Carmel Mountain Ranch Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315362UN060078 Oak Park Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315329UN070684 Ocean Beach Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315329UN070806 Otay Mesa-Nestor Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315326UN070157 Pacific Beach/Taylor Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315326UN070171 Clairemont Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315326UN070146 Linda Vista Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315326UN070174 Paradise Hills Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315326UN070139 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315362UN060039 Rancho Peñasquitos Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315320UN060142 San Carlos Library August 01, 2022 - July 31, 2023	1	499.00	499.00
iSelf Annual Subscription 7315329UN070690 Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	499.00	499.00



Item	Quantity	Net Price	Net Extended
RFID workstation shielded 5740750 Allied Gardens/Benjamin Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741097 City Heights/Weingart Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741085 Allied Gardens/Benjamin Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741061 City Heights/Weingart Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741096 City Heights/Weingart Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741020 Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741018 Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5740962 La Jolla/Riford Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5740968 La Jolla/Riford Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5740967 La Jolla/Riford Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696541 Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696542 Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	169.55	169.55



Item	Quantity	Net Price	Net Extended
RFID workstation shielded 5696667 North University Community Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5740872 San Ysidro Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696582 Ocean Beach Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696581 Oak Park Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5740746 University Heights Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5741080 San Ysidro Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696628 Otay Mesa-Nestor Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696649 Kensington-Normal Heights Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696574 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696632 Kensington-Normal Heights Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696631 Carmel Valley Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696630 Carmel Valley Library August 01, 2022 - July 31, 2023	1	169.55	169.55



Item	Quantity	Net Price	Net Extended
RFID workstation shielded 5696634 San Carlos Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696641 Balboa Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696656 Balboa Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696602 Balboa Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696661 Mountain View/Beckwourth Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696603 Carmel Mountain Ranch Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 7157144 Carmel Mountain Ranch Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696573 Clairemont Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696644 Clairemont Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696638 College-Rolando Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696637 College-Rolando Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696571 College-Rolando Library August 01, 2022 - July 31, 2023	1	169.55	169.55



Item	Quantity	Net Price	Net Extended
RFID workstation shielded 5696659 Mission Valley Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696642 Mission Valley Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5671231 Paradise Hills Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5450843 Mission Hills Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5450892 Mission Hills Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5478585 Mission Hills Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID gate 400 (dual aisle) 5254429 College-Rolando Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate 400 (dual aisle) 5511833 Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate 400 (dual aisle) 5511834 Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate premium (600) (dual aisle) 5387885 La Jolla/Riford Library August 01, 2022 - July 31, 2023	1	2,129.00	2,129.00
RFID gate 400 (dual aisle) 5511831 City Heights/Weingart Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate 400 (dual aisle) 5254402 Pacific Beach/Taylor Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39



Item	Quantity	Net Price	Net Extended
RFID workstation shielded 5696599 Carmel Mountain Ranch Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696624 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696625 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696580 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 5696627 Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	169.55	169.55
selfCheck 1000D Desktop Kiosk 0102887 University Community Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
RFID workstation shielded NA 6920831 San Diego Public Library- Main August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded NA 6949256 San Diego Public Library- Main August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded NA 6949264 San Diego Public Library- Main August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded NA 6972714 San Diego Public Library- Main August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded NA 7099490 San Diego Public Library- Main August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded NA 7157251 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55



Item	Quantity	Net Price	Net Extended
selfCheck 1000 freestanding kiosk (white) 0111176 Rancho Bernardo Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0111177 Rancho Bernardo Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0111197 Rancho Bernardo Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0115758 Valencia Park/Malcolm X Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0115759 Logan Heights Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0115772 Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0115766 Allied Gardens/Benjamin Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0115751 Carmel Mountain Ranch Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000 freestanding kiosk (white) 0115761 Otay Mesa-Nestor Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
selfCheck 1000D desktop kiosk (white) 0103968 Central Library August 01, 2022 - July 31, 2023	1	1,252.92	1,252.92
RFID workstation shielded 7206378 Carmel Mountain Ranch Library August 01, 2022 - July 31, 2023	1	169.55	169.55
RFID workstation shielded 6231299 Central Library August 01, 2022 - July 31, 2023	1	169.55	169.55



Item	Quantity	Net Price	Net Extended
RFID gate Direct mount, 2 aisle 5916004 Linda Vista Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 5916003 North Clairemont Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 5916241 North University Community Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 6111117 Scripps Miramar Ranch Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 6111115 Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 5916240 Tierrasanta Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 5916232 San Carlos Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 5916233 San Carlos Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 6111110 Allied Gardens/Benjamin Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 5916234 University Community Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 6442573 University Community Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39
RFID gate Direct mount, 2 aisle 6442555 University Heights Library August 01, 2022 - July 31, 2023	1	1,731.39	1,731.39



Item	Quantity	Net Price	Net Extended
staffConnect gate Individual License License Carmel Valley Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Balboa Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Point Loma/Hervey Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License City Heights/Weingart Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License College-Rolando Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License North University Community Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License University Heights Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License University Community Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Tierrasanta Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Skyline Hills Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Serra Mesa-Kearny Mesa Library August 01, 2022 - July 31, 2023	1	99.00	99.00
staffConnect gate Individual License License Scripps Miramar Ranch Library August 01, 2022 - July 31, 2023	1	99.00	99.00



Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Goods & Services Agreement, including the Exhibit A Scope of Work and these General Contract Terms and Provisions (Exhibit B).

1.2 [Reserved].

1.3 [Reserved].

**ARTICLE II
CONTRACT ADMINISTRATOR**

2.1 Contract Administrator. The individual and department (Curtis Williams, Library Department) listed in Section 1.2 of the main agreement is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

**ARTICLE III
COMPENSATION**

notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 [Reserved].

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number

least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

seq., and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation or application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

ARTICLE XIV

PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

14.01 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this section.

14.02 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

14.03 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

14.04 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

14.05 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

14.06 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card

EXHIBIT C
CITY REQUIRED FORMS

Business Tax Certificate

Contractor Standards Pledge of Compliance

Equal Opportunity Contracting forms, including Contractors Certification of Pending Actions and Work Force Report

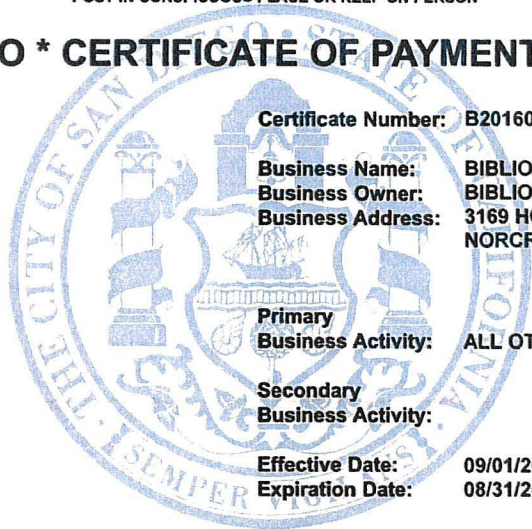
Insurance Certificates with all endorsements

Living Wage Certification Form of Living Wage Exemption Form (if applicable)

Taxpayer Identification Form W-9 (if applicable)

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX



BIBLIOTHECA
RACHEL SCHILDGEN
3169 HOLCOMB BRIDGE RD #200
NORCROSS GA 30071-1315

Certificate Number: B2016009580
Business Name: BIBLIOTHECA
Business Owner: BIBLIOTHECA LLC
Business Address: 3169 HOLCOMB BRIDGE RD #200
NORCROSS GA 30071-1315
Primary Business Activity: ALL OTHER PERSONAL SERVICES
Secondary Business Activity:
Effective Date: 09/01/2022
Expiration Date: 08/31/2023

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2016009580 PIN: TWL2W
Business Name: BIBLIOTHECA
Business Owner: BIBLIOTHECA LLC
Business Address: 3169 HOLCOMB BRIDGE RD #200
NORCROSS GA 30071-1315

Primary Business Activity: ALL OTHER PERSONAL SERVICES

Secondary Business Activity:

Effective Date: 09/01/2022
Expiration Date: 08/31/2023

Mailing Address: BIBLIOTHECA
RACHEL SCHILDGEN
3169 HOLCOMB BRIDGE RD #200
NORCROSS GA 30071-1315



BIBLIOTHECA
RACHEL SCHILDGEN
3169 HOLCOMB BRIDGE RD STE 200
NORCROSS, GA 30071-1315



This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.