SERVICE AGREEMENT NO. 3287

Radio Frequency Identification (RFID) for Libraries

THIS **Radio Frequency Identification (RFID) for Libraries Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Invengo American Corp., dba FE Technologies ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Radio Frequency Identification (RFID) for Libraries in response to Request for Bid/Proposal No. 3287 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Radio Frequency Identification (RFID) for Libraries ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.** This Agreement is for five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department, or the performance date listed in the notice to proceed, whichever is later. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed $352,159.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

> City of Corpus Christi
> Attn: Accounts Payable
> P.O. Box 9277
> Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

> Stephanie Juarez
> Library Department
> Phone: 361-826-7047
> StephanieJ@cctexas.com

5. **Insurance; Bonds.**

    (A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

    (B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The

purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A)   The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B)   In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C)   Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation**. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.

13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.

14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.

16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

> **IF TO CITY:**
> City of Corpus Christi
> Attn: Stephanie Juarez
> Managing Librarian
> 805 Comanche Road, Corpus Christi, TX 78401
> Phone: 361-826-7047
> Fax: 361-826-4479
>
> **IF TO CONTRACTOR:**
> Invengo American Corp., dba FE Technologies
> Attn: Scotty Gage
> VP of Sales
> 536 Silicon Dr., Suite 100, Southlake, TX 76092
> Phone: 888-278-1824
> Fax: n/a

17. ***CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF***

PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. **Termination.**

    (A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

    (B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

20. **Limitation of Liability**. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

21. **Assignment.**   No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written

consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

22. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

23. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

    A. this Agreement (excluding attachments and exhibits);
    B. its attachments;
    C. the bid solicitation document including any addenda (Exhibit 1); then,
    D. the Contractor's bid response (Exhibit 2).

24. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

25. **Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

26. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least $1,000,000 or that result in the expenditure of at least $1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _____

Printed Name: Scotty Gage

Title: VP of Sales – US

Date: 3/19/2021

CITY OF CORPUS CHRISTI

_____
Josh Chronley
Interim Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:
Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:
Exhibit 1: RFB/RFP No. 3287
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1   General Requirements/Background Information

The Contractor shall provide Radio Frequency Identification (RFID) technology for a library environment.

A. Equipment and material must operate in a public library environment. Equipment and materials must be capable of running software in Windows 10. Equipment includes:

1. RFID Security Gates

2. RFID Readers/Mats

3. RFID Shelf Checks

4. RFID Inventory Devices

5. RFID Tags

6. Credit Card Terminals

7. Receipt Printers

8. RFID Dispensers

B. Equipment shall be installed within two weeks of receipt.

C. Software

1. The equipment and all their components must be entirely compatible with Koha Integrated Library System (ILS), version 19.11.

2. Contractor must work with the ILS vendor, Bywater Solutions, to resolve any integration problems.

3. All applicable RFID operations must utilize Reader Talks First (RTF) architecture.

4. Software shall integrate to the RFID system hardware (security gates, staff RFID readers, self-check machines, mobile inventory devices, and any other hardware) and RFID tags.

D. Contractor shall supply self-checkout stations that consist of a patron monitor and staff monitor to view the patron's session, pilot the session, and /or conduct operations with the Koha ILS client in order to help the patron achieve successful checkout.

1.2 <u>Scope of Work</u>

A. Security Gates
   1. The Contractor shall install seven single aisle gates and two double aisle gates as follows:

Library	Gates
La Retama Central Library	2 Single
Ben F. McDonald Library	1 Single
Owen R. Hopkins Library	1 Single
Janet F. Harte Library	2 Single
Dr. Clotilde P. Garcia Library	2 Double
Anita & W.T. Neyland Library	1 Single

   2. The Contractor shall install all security gates at all libraries as scheduled by Contract Administrator.
   3. Gates must be delivered to individual library branches. La Retama Central Library will require a lift truck.
   4. The Contractor shall dispose of all used gates and equipment.
   5. Security gates must be able to connect through the library's local area network via an Ethernet connection and/or secured wireless network.
   6. The Contractor shall provide the distances at which the security gates must be installed from other RFID or electronic items to avoid interference.
   7. Specifications:
      a. Double and single aisle gates
      b. Single gate width: 27.5" +/- 4", height: 67.3" +/- 1", depth: 2.8" +/- 1"
      c. Double gate width: 27.5" +/- 4", height: 67.3" +/- 1", depth: 2.8" +/- 1"
      d. Operating Gate Frequency – 13.56 MHz
      e. Security gates must operate/detect RFID frequencies reliably within a range from 59" to 63" inches between pedestals
      f. ADA requirements must be met for corridor access

g. Security gates must have the option to alarm only when a patron is exiting the library

h. Security gates must perform bi-directional (incoming, outgoing) patron counting that can be read and reset by staff

i. Security gates must be able to issue visible and audible warnings

j. Upon alarm, security gates must report alarm location and, in real time, query the ILS via SIP2 and report triggered items' titles and barcodes

k. Security gates must provide real-time monitoring as well as retroactive data to view, filter, and export stolen item data to provide insight for theft prevention and item replacement

l. Security gates must provide item security even when the library's ILS or network is off-line or not functioning

m. Security gates may be easily switched on or off by staff

n. Security gates must accurately detect items that have not been checked out with 95% detection accuracy

o. Security gates should only require a single data connection for multiple pedestals

B. RFID Readers/Mats will require the following:

1. RFID reader is referred to as "Mat"

2. Software to encode RFID tags

3. Software should provide shielded antennas

4. Software must include RFID antennas with at least an 8" minimum read range for books and unstacked A/V discs

5. Software must be capable of processing RFID tags and/or barcodes in the same transaction

6. Software must be able to handle varying barcode locations and orientations

7. Software must have ability to read, programs, and re-program RFID tags

8. Software must be able to read multiple tag data formats without impacting performance

9. Software must support efficient processing of RFID check-in and check-out transactions in conjunction with the library's Koha ILS client, simultaneously allowing full use of the ILS client interface to modify patron records and conduct other ILS tasks

10. Software must be able to accept and display circulation messages from the ILS even when processing multiple items simultaneously

11. Software must lock or unlock security bits on the tag within one second of check-out or check-in

12. Software must be able to process an item barcode read via RFID tag, scanned by barcode scanner, or keyed in on keyboard

13. If multiple items are placed on RFID reader, the software should queue the items so they can be checked in or out quickly even if there are alerts or popups

14. Software should be able to process sets prior to sending data to the ILS and provide a notification if a missing part is detected

15. Software must be intuitive and, using the system, a single staff member must be able to tag materials at a rate of 150-200 items per hour

16. Software must allow configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes

17. Software must be able to create multi-part tagged sets (disc, case, theme packets) where each part is tagged as 1 of 2 and 2 of 2

18. Software must detect if multiple tags are in the reader field when attempting to process in "write" mode and alert the user

19. Software must allow library to set the AFI value on the RFID tag to whatever value the library wishes

20. Software must have collision management capacity to restrict the writing of information to only one tag at a time

21. Software must conduct RFID check-in through the Library's Koha ILS client and also, when desired, must be able to easily switch to a SIP2-connected workflow/interface that facilitates RFID check-in at a high volume via SIP2.

22. SIP2-connected staff check-in interface must display pass-through ILS circulation messages that it receives via SIP2 and must facilitate at-a-glance visual representation of each item's check-in results (e.g. different colors for checked in; transit; hold; transit hold)

23. Software must support efficient trapping and notification of holds and printing of holds requests.

24. Software must be able to backdate items and indicate clearly that backdating is on

25. Must be able to customize hold slips

26. Must include a management tool that can manage settings and licenses and allow batch updating of software settings and receipts at the system, branch, or terminal level

27. Application retains transaction/usage data at the summary level for reporting purposes

C. Self-Checkout Kiosks:

1. Dimensions:

   a. Adult – height - 62.0"
      width – 40.3"
      depth – 17.0"
      21.5" touch screen monitor

   b. Child – height – 6"
      width – 16"
      depth – 12"
      21.5" touch screen monitor
      Customized wrap around

2. Self- Checkout station must be able to accept patron identification number from a scanned barcode or RFID library card, from a scanned barcode image on a smartphone device, or keypad entry on a touch screen monitor.

3. Self-checkout station must be able to accept a numeric or alphabetic Personal Identification Number (PIN) security code to secure a patron's checkout session.

4. Self-checkout station must be able to read encoded barcode numbers on RFID tags and communicate with the library's ILS to complete checkout of materials, display title information, display checkout status for each item, and turn off security bits when appropriate.

5. Software must allow checkout of multiple items simultaneously.

6. Self-checkout station must indicate at-a-glance which items have been successfully checked out and which items have not and display pass-through ILS messages.

7. Software must be capable of processing RFID tags or item barcodes during the same transaction.

8. Software must be able to read multiple tag data formats without impacting performance.

9. Self-checkout must have a streamlined workflow requiring as few as three steps to complete a single item checkout transaction, providing a faster and more convenient experience for users.

10. Interface must allow a "Finished" button to clear the screen after a transaction to protect a patron's privacy.

11. Patrons can review items checked out on their records and renew items at the self-checkout stations without having the items in hand.

12. Software must have customizable instructions and graphics that can be configured by library staff without going back to the vendor.

13. Each self-checkout unit must be able to display a minimum of two languages (English and Spanish) on headers, instructions, messages, and receipts.

14. Self-checkout must support customizable, strategic display of URL-based screen elements (e.g. browser-based applications, calendar, map, announcements, marketing and ads, social media, and other URL-based elements.

15. Self-checkout must have a customizable interface to fit the library's specific workflow and aesthetic preferences.

16. The library must be able to make configurations at the system, branch, or terminal level.

17. Self-checkout must have the ability to print a patron receipt. A printed receipt should be customizable to incorporate library name, logo, location, and hours.

18. Patrons shall have the option to print a receipt or not, have the receipt emailed or both printed and emailed.

19. Self-checkout kiosks shall be customizable with paint color options or graphic wraps of the library's design.

20. Self-checkout must block a patron attempting to check out when the ILS determine that the maximum outstanding fine/fee threshold, as determined by the library, has been exceeded.

21. Self-checkout shall provide at least 90% first time user success for library patrons.

D. Mobile Inventory Device:

1. Mobile device must communicate wirelessly in real time with the library's ILS via SIP2.

2. Via wireless SIP2 connection, mobile device must quickly deteck, and report shelved items in an exception status, based on the staff member's search parameters.

3. Mobile device must be able to load a list of item ID's from the library's ILS to facilitate locating the listed items on the shelves.

4. Mobile device must be able to gather and store item identifiers (barcodes) for inventory processing.

5. Mobile device must be able to identify items with security bits "OFF" and flip them "ON" automatically.

6. Mobile device must be able to detect materials that are in the wrong call number range and/or in the wrong collection.

7. Mobile device must be able to scan checked-in items on shelving carts to identify any items not checked in.

8. Mobile device wand must be lightweight, ergonomic and reach top and bottom shelves easily for scanning.

9. Mobile device wand must facilitate a user-friendly screen display for easy viewing and navigation of menus, settings, messaging, exceptions, and list loading.

10. Mobile device wand and tablet must operate on batteries for at least six hours in normal mode or four hours in boost mode before recharging.

11. Mobile device must offer audio and visual alerts.

12. Mobile device's portable handheld RFID reader must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.

E. RFID Tags:

1. RFID tag performance must be guaranteed for the life of the item to which the tag is originally attached.

2. RFID Tags must comply with ISO 28560-2 per NISO RP-6-2012 which specifies ISO 18000-3 Mode 1 RFID tags.

3. RFID tags must provide both item security and inventory control functionality. RFID tags must enable the security status to be stored directly on the tag and must trigger an immediate alarm if an item not charged is read by the detection systems.

4. RFID tags must operate at 13.56 MHz.

5. Contractor must provide RFID tags with a minimum memory of 1,024 bits.

6. RFID tags must be adhesive-backed and adhere to library materials without the addition of an adhesive cover label/tape.

7. All data on the RFID tag, including the item identifier field, must be fully rewriteable.

8. RFID tags must support the option to lock the item ID field.

9. RFID tags must enable the AFI setting to be stored directly on the tag as defined in ISO 28560-2.

10. Contractor shall provide recommendations for handling multi-part sets of CD's and DVD's to offer the most effective item security and efficient handling.

11. RFID tags must be usable with an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.

F. Credit Card Terminals:

1. Credit Card Terminals shall have the ability to attach to self-check unit.

2. Self-checkout stations must offer options for paying fines with credit/debit cards.

3. Credit/debit card payment gateway must interface with library's payment processor.

4. Credit/debit card processing must be PCI compliant.

5. The fines and fees system shall utilize a seamless user interface that is integrated into the self-service process.

6. Credit/debit card processing must provide a receipt.

G. Receipt Printers:

Specifications

1. Thermal line

2. AC 120/130 volt

3. Media sizes – Roll (3.15"), Roll (2.3")

4. USB, serial interface

5. Monochrome

6. Auto Cutter

H. RFID Tag Dispenser:

Specifications
1. Compatible with the size of the book and Hub tags

1.3 <u>Work Site and Conditions</u>

The work shall be performed at:

Library	Address	Zip Code
La Retama Central Library	805 Comanche Rd	78401
Ben F. McDonald Library	4044 Greenwood	78416
Owen Hopkins Library	3202 McKinzie Rd	78410
Janet F. Harte Library	2629 Waldron Rd	78418
Dr. Clotilde P. Garcia Library	5930 Brockhampton St	78414
Anita & WT Neyland Library	1230 Carmel Pkwy	78411

1.4 <u>Contractor Quality Control and Superintendence</u>

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

1.5 <u>Special Instructions</u>

A. Contractor shall provide general usage training and admin/technical training for system administrators and staff.

B. Contractor shall provide manuals, plus any other materials distributed during training.

C. Manuals shall be available in electronic format with unlimited distribution to staff and shall be supplied free of charge.

D. Corpus Christi Public Libraries will require Contractors to respond for support for the following types of issues:
1. Expedited response when software or hardware issue is impacting the ability to provide crucial services.

    a. First communication response – within two hours (during working hours, four hours after hours. Preferred communication method is by telephone. Contractor will email for updates after initial call.

    b. On-site or appropriate remote response time for solution – 24 hours service, provide temporary solution and a resolution time frame.

2. When software or hardware issue is not directly impact crucial services

    a. First communication response – within 48 hours. Preferred communication method is by telephone. Contractor will email for further updates.

    b. On-site or appropriate remote response time for resolution within five days (work week)

3. Scheduled maintenance

    a. First communication response – five days (work week) – email/phone

    b. Expected timeframe for service disruption if during library operating hours

Attachment B: Bid/Pricing Schedule
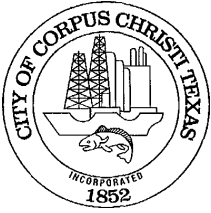
CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
DEPARTMENT BID FORM
RFB No. 3287 Radio Frequency Identification (RFID) for Library

Date: 12/9/2020   Bidder: FE Technologies

Authorized Signatory: Scotty Gage, VP of Sales North
America

Item	Description	UNIT	QTY	Unit Price	Total Price
Group 1					
1	Software / License	EA	1	Included in price	0
2	Implementation/Installation	LUMP	1	Included in price	0
3	Support Maintenance – Year 2	EA	1	$18,186.00	$17,095.00
4	Support Maintenance – Year 3	EA	1	$18,186.00	$17,095.00

5	Support Maintenance – Year 4	EA	1		$18,186.00	$17,095.00
6	Support Maintenance – Year 5	EA	1		$18,186.00	$17,095.00
7	Gates – Single	EA	7		$6,127.00	$42,889.00
8	Gates – Double Aisle	EA	2		$9,157.00	$18,314.00
9	Self-Checkout Kiosk – Adult	EA	6		$4,828.00	$28,968.00
10	Self-Checkout Kiosk – Child	EA	6		$6,848.00	$41,088.00
11	Self-Checkout Kiosks – Combo	EA	6		$4,828.00	$28,968.00
12	RFID Readers/Mats (workstations)	EA	40		$720.00	$28,800.00
13	Mobile Inventory Device	EA	6		$2,590.00	$15,540.00
Total for Group 1						**$272,947.00**
Group 2						
14	Credit Card Terminals	EA	12		$1,646.00	$19,752.00
15	Receipt Printers	EA	12	Not Required		$0.00
16	RFID Dispensers	EA	13		120	$1,560.00
Total for Group 2						**$21,312.00**
Group 3						
17	Tags- book	EA	500,000		0.108	$54,000.00
18	Hub Labels	EA	10,000		0.39	$3,900.00
19	Mobile Trolley Retrospective Converter Use of 4 trolleys for 3 months	EA	4	FREE		$0.00
Total for Group 3						**$57,900.00**
Grand Total						**$352,159.00**

Attachment C: Insurance Requirements

A. <u>CONTRACTOR'S LIABILITY INSURANCE</u>

1. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.

2. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	**Bodily Injury and Property Damage** Per occurrence - aggregate
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory $500,000 /$500,000 /$500,000

3. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

3. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

> City of Corpus Christi
> Attn: Risk Manager
> P.O. Box 9277
> Corpus Christi, TX 78469-9277

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

5. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2020 Insurance Requirements
Ins. Req. Exhibit **4-B**
Contracts for General Services – Services Performed Onsite
06/08/2020 Risk Management – Legal Dept.

Attachment D: Warranty Requirements

Gates will be warranted by manufacturer.