

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 04/29/15
ITEM FROM FINANCE COMMITTEE MEETING OF 04/13/15**

ISSUE:			
11. Request for Approval of Exempt Procurement and Maintenance and Support Agreement – Maintain Component, Tags and Security Gates for Santa Fe Public Library Division in the Amount to Exceed \$50,000 for a Four Year Term; Bibliotheca, LLC. (Patricia Hodapp)			
FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM			
Requested approval of exempt procurement and maintenance and support agreement to maintain component, tags and security gates for Santa Fe Public Library division with Bibliotheca, LLC in the amount to exceed \$50,000 for a four year term.			
FUNDING SOURCE: 32718.572500 ext. 0112900, 22700.572400			
SPECIAL CONDITIONS OR AMENDMENTS			
STAFF FOLLOW-UP:			
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bibliotheca, LLC

Procurement Title: Maintenance Service for a component, tags and security gates.

Solicitation RFP/RFB#: N/A

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Community Services/ Library/ Patricia Hodapp

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

SOLICITATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Project Beginning History (council requests etc) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

EVALUATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

*

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding walver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: _____

DISCLOSURES

YES N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer
- Exempt determination memo approved by Procurement Officer
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) or proposal(s) with no redactions. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters) |

PATRICIA C. Hodapp, Director of Libraries
Department Rep Printed Name and Title

Patricia C. Hodapp
Department Rep Signature attesting that all information included

Shirley Rodriguez *for*
Purchasing Officer attesting that all information is reviewed

City of Santa Fe, New Mexico

memo

Date: March 26, 2015

To: Finance Committee

Via: Robert Rodarte, Purchasing Director *Orley Rodriguez for Robert Rodarte*
Isaac J. Pino, Community Services Department Director *Isaac J. Pino*

From: Patricia C. Hodapp, Library Division Director *Patricia C. Hodapp*

Re: Request for approval to spend over \$50,000 with vendor on Professional Service Agreement

BACKGROUND

The Santa Fe Public Library provides library services to the citizens and guests of the City of Santa Fe. To facilitate this vital community service, the Library has secured a contract with Bibliotheca, LLC, to provide RFID (radio-frequency identification) tags and security gates.

Bibliotheca, LLC was recognized as an exempt procurement vendor at the time the PSA was executed. Bibliotheca is the only vendor of this technology that offers software that seamlessly interfaces with our current Integrated Library System (Sierra), facilitating streamlined check-outs and check-ins.

The radio frequency identification (RFID) system is the current standard in loss protection of library materials and will help streamline the process of checking materials in and out. RFID refers to a wireless system comprised of two components: tags and readers. A scanner module picks up the information when passed close by an RFID tag. This allows, for example, for multiple books and other items to be scanned into or out of the library's system at once, rather than each item requiring a separate, individual handling. The process of checking items in and out, normally a time-consuming process, will thereby be streamlined and sped up considerably while simultaneously significantly reducing repetitive motion for library employees. RFID technology can also considerably assist with organization and inventorying of items on the shelf. Finally, each RFID tag acts as a security strip, setting off an alarm at the exit gates if the item has not been checked out properly.

A four-year professional services agreement was requested as per Purchasing guidelines, executed, and approved in the previous fiscal year to install and maintain an anti-theft security system at all three branches. Thus far, cumulative expenditures have remained under \$50,000.00, and have come out of CIP (\$42,158), State GO Bond (\$6,059), and Southside campaign (\$1,500) funds. In order to complete the transition to an RFID system, the Library anticipates spending approximately an additional \$44,249.00 with Bibliotheca in Fiscal Year 15/16 in order to purchase equipment and

City of Santa Fe, New Mexico

memo

security tags for all three branches (costs itemized in attached quotes) sufficient to cover our needs for the next two years. At least \$3,000 annually will be offset in anticipated savings from obsolete security systems at Southside that no longer need to be maintained.

ACTION REQUESTED

Procurement rules require Council approval for cumulative expenditures over \$50,000 to a single vendor. Please consider this request and recommend Council approval for the Library Division to exceed expenditures of \$50,000 with the vendor listed above. Sufficient funds have been budgeted in CIP, GO Bond, and Southside campaign units (32718.572500 ext. 0112900, 22700.572400, and 22774.520300) for FY15/16. A four-year professional service agreement is already in place with this vendor.

If you need additional information, please call David Larkins at ext. 6787.

Cc: David Larkins

Attachments: Vendor quotes/PSA/Exempt Procurement memo

Addendum to Agreement 14-0071

SER000002-000-US	Remote Configuration and/or Training	Services (Administrative)	1	\$750.000	\$375.000	\$375.00
SHP000001-000-US	Shipping, Handling, and Administration	Services (Administrative)	1	\$0.000	\$40.000	\$40.00
STF000017-001-US	smartstation™ 200 Shielded Staff Station (USB) (Hardware)	Staff equipment	2	\$1,750.000	\$1,450.000	\$2,900.00
SWR000002-000-US	smartstation™ Manager Individual Software License	Software	2	\$990.000	\$590.000	\$1,180.00
SER000002-000-US	Remote Configuration and/or Training	Services (Administrative)	1	\$750.000	\$750.000	\$750.00
SHP000001-000-US	Shipping (Smartstation 700 Tagging Cart)	Services (Administrative)	1	\$600.000	\$600.000	\$600.00
SHP000001-000-US	Shipping, Handling, and Administration	Services (Administrative)	1	\$360.000	\$360.000	\$360.00
TAG000017-000-US	smartlabel™ 110 2" x 2" Square Book Tag	Labels / consumables	4,000	\$0.280	\$0.140	\$560.00
TAG000018-000-US	smartlabel™ 200 2" x 3" Credit Card Sized Tag (1,000/roll)	Labels / consumables	82,000	\$0.300	\$0.140	\$11,480.00
TAG000004-000-US	smartlabel™ 300 CD/DVD Hub Tag	Labels / consumables	4,000	\$0.300	\$0.210	\$840.00
TAG000005-000-US	smartlabel™ 310 Standard Full Coverage DVD-Only Tag	Labels / consumables	4,000	\$0.850	\$0.620	\$2,480.00
STF700001-000-US	smartstation™ 700 Tagging Cart Lease (Qty. is Per Month)	Staff equipment	3	\$520.000	\$520.000	\$1,560.00
STF000017-001-US	smartstation™ 200 Shielded Staff Station (USB) (Hardware)	Staff equipment	2	\$1,750.000	\$1,450.000	\$2,900.00
SWR000002-000-US	smartstation™ Manager Individual Software License	Software	2	\$990.000	\$590.000	\$1,180.00
SHP000001-000-US	Shipping, Handling, and Administration	Services (Administrative)	1	\$0.000	\$200.000	\$200.00
TAG000017-000-US	smartlabel™ 110 2" x 2" Square Book Tag	Labels / consumables	4,000	\$0.280	\$0.140	\$560.00
TAG000018-000-US	smartlabel™ 200 2" x 3" Credit Card Sized Tag (1,000/roll)	Labels / consumables	40,000	\$0.300	\$0.140	\$5,600.00
TAG000004-000-US	smartlabel™ 300 CD/DVD Hub Tag	Labels / consumables	4,000	\$0.300	\$0.210	\$840.00
TAG000005-000-US	smartlabel™ 310 Standard Full Coverage DVD-Only Tag	Labels / consumables	4,000	\$0.750	\$0.620	\$2,480.00

AC

STF000017-001	smartstation™ 200 new Full-shielded STF USB	2	1,450.00	2,900.00
SWR000002-000	smartstation™ Individual License	1	1,195.00	1,195.00
SWR100005-000	smartgate™ Unlimited SITE License	1	1,995.00	1,995.00
SWR000004-000	smartadmin™ Individual License (Year 1)	3	325.00	975.00
SVC000001-000	On-Site Installation and/or Training	1	1,500.00	1,500.00
SHP000001-000	Shipping and Administration	1	420.00	420.00
SCK000004-200	smartserve™ 400 Free-standing metal kiosk - US	1	8,879.00	8,879.00
PMT000001-000	Payment made on 01/14/2015, CK#1275	1	(10,500.00)	(10,500.00)

Agreed,

Bibliotheca

City of Santa Fe

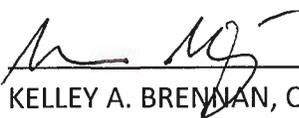
CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 4/24/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item:



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Bibliotheca

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$28,392.00

Termination Date: June 30, 2018

Approved by Council Date: _____

or by City Manager Date: January 31, 2014

Contract is for: Service agreement with library inventory/security equipment supplier.

Amendment # 1 to the Original Contract# 14-0071

Increase/(Decrease) Amount \$ 44,249

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Additional purchases of equipment.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 21,325.00 of original Contract# 14-0071 Termination Date: 06/30/2018

Reason: Purchase of additional equipment

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 93,966.00



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Exempt Procurement memo (10/10/13).

6 Procurement History: Second year of a four-year contract.
example: (First year of 4 year contract)

7 Funding Source: CIP, State GO Bond, General Fund **BU/Line Item:** 32718.572500.0112900
22700.572400, 22774.520300

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: David Larkins

Phone # _____ 955-6787

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ITEM # 14-0071

bibliotheca

Bibliotheca & Santa Fe Public Library Sales Agreement

Effective: December 30, 2013

CONFIDENTIAL, Santa Fe Public Library and Bibliotheca use only

Sales Agreement

THIS AGREEMENT is made and entered into this **30th day of December, 2013**, by **Bibliotheca, LLC**, a corporation in the State of Delaware, USA, with offices at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 (hereinafter referred to as "Bibliotheca") and **Santa Fe Public Library**, located at 145 Washington Ave., Santa Fe, New Mexico 87501 (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Customer desires to implement secure vault dispensing and security gate system(s) on its premises, and;

WHEREAS, Bibliotheca is willing to provide such products and services that together comprise the system(s) listed above and is willing to provide such products and services pursuant to all the terms and conditions in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bibliotheca and Customer have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

WITNESSETH: In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Any properly executed amendment or change order to this contract (most recent with first priority), and
2. This contract, and
3. Any attachments included with this contract.

TERM AND TERMINATION

Term

The Effective Date of commencement of this Agreement shall be the date indicated above. The Term of this Agreement shall begin on the Effective Date and shall extend for the length of the term outlined below, unless terminated earlier under one of the termination provisions contained in this Agreement.

The initial term of this agreement shall be four (4) years commencing on the Effective Date, with the first year warranty commencing on the Go Live date. Go Live Date means, with respect to the Bibliotheca Software license orders, the date on which the Software is available for operational use for normal daily business, including performing core functions for which it was intended.

Service and Maintenance may be renewed annually after the initial four (4) year term. Following the first year of System operation, Maintenance and Support, and subscription fees will be subject to annual increases. Any discounts that may be listed on the quote will be applied to the final invoice.

Termination

- a. In the event the Customer determines that Bibliotheca has failed to perform in accordance with this Agreement, the Customer shall provide written notice to Bibliotheca identifying the specific performance failure. Bibliotheca shall have ninety (90) days to cure the specific performance failure and/or to dispute the performance failure. If after the ninety (90) day cure period, the Customer concludes that Bibliotheca has failed to cure the performance

issue, the Customer may terminate this Agreement by providing Bibliotheca written notice. However, nothing in this provision prevents Bibliotheca from challenging the Customer's determination that Bibliotheca has failed to perform under this Agreement, and Bibliotheca reserves all legal rights and remedies should Bibliotheca conclude that the Customer has wrongfully claimed that Bibliotheca has failed to perform and/or cure any alleged performance failures under this Agreement.

- b. Regardless of reason for termination, Customer is responsible for payment for all products and services delivered according to the terms and conditions of this Agreement up until the date of termination of this Agreement.

DUTIES OF BIBLIOTHECA

1. Bibliotheca agrees to provide the products and services (hereinafter collectively referred to as the "Work") as listed in its quotation (Exhibit 1).
2. Except where explicitly noted and agreed to by the Customer upon receipt of proper waivers, Bibliotheca will comply with all local laws, ordinances, and regulations bearing on the performance of the Work.
3. Bibliotheca shall enforce good order and discipline among its employees and subcontractors, if any, and shall keep work areas reasonably free from waste materials and rubbish resulting from its operations.
4. Bibliotheca shall deliver products and perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.
5. Bibliotheca will compensate all company employees and subcontractors, if used, for all work performed in the execution of the project.
6. Bibliotheca will supply Customer with written invoices according to the payment schedule specified in the Agreement or, if not specified, following shipment of products to the Customer. Unless otherwise stated and agreed to in writing, Bibliotheca is not responsible for the collection or payment of any duties, excise, sales, use property, retailers, occupation, business, or similar tax. The amount of any such taxes which are payable in accordance with the provisions of any statute or rules, regulations or decision of any taxing authority, will be paid by the Customer.
7. Bibliotheca agrees that title to all Work covered by an invoice for payment will pass to the Customer upon receipt of such payment.
8. Bibliotheca warrants products in accordance with the warranty attached to this Agreement (Exhibit 2).
9. Bibliotheca agrees to support and maintain products during the first year of operation in accordance with document entitled Annual Maintenance and Support for Bibliotheca Products (Exhibit 3).
10. Following the first year, Bibliotheca agrees to continue to support and maintain products supplied under this Agreement for the period(s) specified in the Product Maintenance and Lifespan Policy (Exhibit 4), on a year by year basis, contingent upon the Customer's payment in advance for such support and maintenance.

11. Bibliotheca represents that in the performance of the work, duties, and obligations assumed by it under this Agreement that it is acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the Customer.
12. Bibliotheca agrees to indemnify and hold harmless Customer from all claims and suits for loss of or damage to property, including loss of the use thereof, or injuries including death to persons, and from all judgments recovered therefore, and from all expense in defending said claims or suits, including court costs, attorney fees and other expenses, caused by an act or omission of Bibliotheca and/or its subcontractors, their respective agents, servants and employees working on the project and not caused by the fault or negligence of the Customer.
13. Without limiting its liability under this Agreement, Bibliotheca will maintain at its expense during the life of this Agreement Workman's Compensation insurance as mandated by law and comprehensive General Liability insurance in amounts no less than:

Bodily Injury Each Person - \$1,000,000
Bodily Injury Each Occurrence - \$2,000,000
Property Damage Each Occurrence - \$1,000,000

Customer will be named as an additional insured and noted as such on each policy.

DUTIES OF CUSTOMER

1. Customer will inspect all products immediately upon delivery, noting damage to external packaging and/or contents on the delivery receipt or bill of lading. Customer will immediately notify Bibliotheca of such damage. Customer understands that failure to immediately report damage may result in the inability to file claims with the shipper or insurance companies. Damages not covered as a result of the Customer's failure to examine or report are the full responsibility of the Customer.
2. Customer will issue to Bibliotheca purchase orders in writing for the products and services listed in Exhibit 1, noting desired delivery dates that will not be earlier than sixty (60) days following receipt of the purchase order by Bibliotheca.
3. Unless noted otherwise on the purchase order, Customer will be prepared to receive products from the date of its purchase order. The specific date for delivery and commencement of installation shall be agreed upon in consultation between the Customer and Bibliotheca. Should the Customer, due to delays in construction or for any other reason, not be prepared to accept delivery on or before the stated desired delivery date on the purchase order, Bibliotheca will delay without penalty the shipment of product for up to two weeks following that date as long as no cost-incurring changes are required in the Bibliotheca technician's installation schedule.
4. Customer will accept delivery of products delivered to its truck high dock during normal business hours. If Customer does not have a truck high dock or can accept deliveries only during specified hours, it must note these and any other special delivery requirements on its purchase order. The absence of a truck high dock and the presence of special delivery costs may result in increased delivery costs, for which the Customer will be fully responsible.

5. This agreement amount includes hardware, software, services, installation, training, and a one year warranty. Customer will remit payment in U.S. Dollars to Bibliotheca in no more than 30 days following the date of invoice.
6. Customer will pay 30% of invoice upon order, 40% upon delivery, and 30% upon acceptance of the products described herein.
7. Support and Maintenance is invoiced prior to the start of the contract period and is due within thirty days of invoice.
8. If Customer claims exemption from any taxes imposed by any taxing authority, Customer will save Bibliotheca harmless from any such tax, together with any interest, fines, or penalties thereon, which may at any time be assessed against it by reason of the fact that such Work or portion thereof is held to be taxable by the taxing authority. In the event that the Customer is exempt from such taxes or should Customer elect to pay such taxes directly to the taxing authority, then Customer shall provide Bibliotheca with a valid tax exemption certificate or similar document in form satisfactory to Bibliotheca.
9. Customer is responsible for supplying materials, equipment, and services as described in Exhibit 1 and other documents that have been provided to the Customer relating to the work proposed.
10. Customer is responsible for security and paying for all licenses and permits required for the execution of the work.
11. Customer will designate a primary and secondary contact person for the purpose of coordinating with Bibliotheca representatives all technical aspects and implementation of the system(s).
12. Individuals designated above will promptly provide to Bibliotheca all information needed by Bibliotheca for implementation of the system.
13. Customer warrants that the project is located on real property owned by the Customer and that access to such real property will be furnished to Bibliotheca at such times and on such dates as Bibliotheca may reasonably require in connection with the execution and completion of the Work. Customers will provide a clear path for access to and from the installation site for personnel and equipment. Customer will ensure that not later than the scheduled start of installation date, the installation site is free and clear, that all civil work and necessary removal or modifications of existing equipment or buildings is concluded, and that all necessary Customer provided infrastructure, including but not limited to electrical and network connections, is in place according to Bibliotheca specifications. Customer will be fully responsible for all costs associated with the failure of the Customer to meet these requirements. These costs include, but are not limited to, additional work performed by Bibliotheca to prepare the site, additional time required for installation and training, and the additional costs associated with required travel with prior approval by the City.
14. Customer understands that the proper performance of the system depends upon a thorough understanding and implementation of the installation and operating instructions provided by Bibliotheca. Customer is responsible for ensuring that all staff, volunteers and others who perform services at the Customer's behest are fully trained in the operation of the system components with which they are working.

15. Customer will immediately report by written notice all system problems to Bibliotheca.
16. At Bibliotheca's request, Customer will generate system reports as may be needed by Bibliotheca and, if requested, maintain a log detailing all problems experienced with the system.
17. Customer will not modify Bibliotheca hardware or software without first consulting Bibliotheca, and being provided written authorization for the modification by Bibliotheca.
18. Customer agrees to permit Bibliotheca reasonable remote access to support the System as demonstrated in Exhibit 1.
19. Customer will maintain the confidentiality of all information, be it in written, unwritten, or any other form, provided it by Bibliotheca. Only such information as may be necessary for Customer's agents to perform their duties shall be shared with such agents.
20. Customer represents that Bibliotheca software is the intellectual property of Bibliotheca and is protected by law, including copyright laws and international treaties. Copies of software may not be made without the expressed written consent of a Bibliotheca representative authorized to legally obligate the company.
21. Customer shall take all reasonable steps to protect Bibliotheca's intellectual property rights.

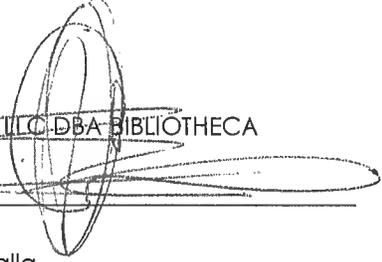
MISCELLANEOUS

1. Force Majeure. The parties to this Agreement will not be liable for any delay or failure to perform their obligations if that failure or delay is due to any cause or condition beyond the control of that party and, in particular, without limitation, any failure, damage or loss due to fire, flood, exposure or any act of God, industrial disturbance, failure of electrical telecommunications networks, acts of vandalism, sabotage, civil services, war, changes in legislation or regulations of any government or governmental agency, refusal or revocation of any license or consent by the government of any authority.
2. Limitation of Liability. The liability of Bibliotheca, its agents, employees, subcontractors and supplies with respect to any claims arising out of the performance or non-performance of obligations under the Contract Documents, or the design, manufacture, sales, delivery, installation or use of the Work or materials or the condition of other services hereunder irrespective of the theory upon which any claim may be based, including, without limitation, breach of the Contract Documents, breach of warranty or tort (including negligence), indemnity, strict liability or otherwise (i) shall in no event include consequential, indirect, special or similar damages including, but not limited to, loss of profits or revenue, or loss of business, and Customer hereby irrevocably waives any right it may have to any damages in excess of actual and incidental and (ii) except with respect to indemnity claims for personal injury (including death) or damage to property of third parties, shall in no event exceed in the aggregate 100% of the Purchase Price or the scope and limits of insurance required to be maintained under the terms of the Contract Documents, whichever is less. The limitation of liability shall prevail over any conflicting or inconsistent provisions contained in the Contract Documents except where such conflicting or inconsistent provisions provide a more restrictive remedy.
3. Change orders. Customer is fully responsible for any and all costs that are incurred as a result of changes initiated by Customer to this Agreement, to any other contract signed between

- Bibliotheca and the Customer related to the Work, to any Purchase Order issued to Bibliotheca by the Customer related to the Work, and to any instructions provided to Bibliotheca by the Customer related to the Work.
4. **Assignment.** The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement will not sell, transfer, assign, license, franchise or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assigned agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement whether express or implied as if the proposed assignee was an original contracting party to this Agreement.
 5. **Severability.** Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
 6. **Choice of Law: Venue.** The laws of the State of New Mexico shall control the validity, construction and effect of this Agreement and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this Agreement may be brought and maintained only in a state or federal court of competent jurisdiction sitting in Santa Fe County, New Mexico.
 7. **Costs and Expenses.** Each party will pay its own costs and expenses in relation to the negotiations leading up to and in relation to the preparation, execution and carrying into effect of this Agreement and all other documents referred to in it.
 8. **Entire Agreement.** The complete understanding between the parties is set out in this Agreement and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver or discharge of any requirement of the Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.
 9. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
 10. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties to this Agreement.
 11. **Inter-Local Purchase.** To the full extent permitted by local, state and federal law, the prices, terms and conditions of this agreement, in part or in whole, may be extended to other similar governmental and non-governmental bodies without restriction and without compensation. The aforementioned bodies may or may not be affiliated with the parties to this agreement through a purchasing cooperative, inter-local participation agreement, consortium or other cooperative agreement designed to extend contractual terms agreed to by any one member to all members of the cooperative group.
 12. **Access to all Bibliotheca products.** As part of this Agreement, Customer may purchase any and all products that are listed in the adjoining price list (Exhibit 7).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written. Signature below indicates agreement to all written terms in this document and its exhibits:

~~BIBLIOTHECA, LLC DBA BIBLIOTHECA~~

Signature: 

Name: Al Coalla
Title: Chief Executive Officer

Date: December 30, 2013

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 1-31-14

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:


Kelley Brennan, Interim CITY ATTORNEY 1/27/14

APPROVED:

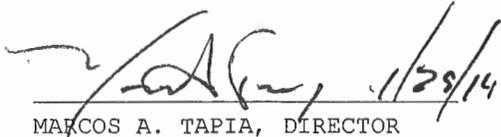

MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT
32718.572500, ext. 0112900

Exhibit 1: Quotation of Work & Products to Be Provided

Following this page and forming a part of the Sales Agreement is Bibliotheca's quotation for work to be performed and products to be provided to the Library.

Customer Official System Quote

Proprietary & Confidential

To		From	
Library Name:	Santa Fe Public Library	Name:	David Noll
Contact Name:		Email:	d.noll@bibliotheca.com
Address:	145 Washington Ave.,	Telephone:	678-336-7980 Ext. 152
City, State, ZIP:	Santa Fe, NM 87501	Quote Information	
Country:	United States of America	Quote Date:	October 07, 2013
		Quote Number:	QUO-08188-NBH9, Rev: 2

Summary	
Quote Expiration:	Quote expires ninety (90) days from Quote Date above. Payment Terms: Net 30
Quote Name:	Santa Fe Public - EM Gates - 052113
Quote Details:	1 - 2 aisle EM gate 1 - 1 aisle EM gate

Item ID	Item Type	Category	Quantity	List Price	Sale Price	Sub Total
SVC000001-000-US	On-Site Installation and/or Training	Services	1	\$0.000	\$1,500.000	\$1,500.00
SHP000001-000-US	Shipping, Handling, and Administration	Services	1	\$0.000	\$500.000	\$500.00
GAT000026-000-US	smartgate™ 500 EM Double Aisle	Security	1	\$12,675.000	\$10,555.000	\$10,555.00
GAT000025-000-US	smartgate™ 500 EM Single Aisle	Security	1	\$9,895.000	\$8,278.000	\$8,278.00
Grand Total (Less Sales Tax):						\$20,833.00

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

Standard Bibliotheca Terms and Conditions Apply

Prices quoted above include a standard Bibliotheca one year warranty. Refer to Bibliotheca Sales and Maintenance Agreement for additional Terms and Conditions. However, any required SIP configuration or ILS renewal fees are not covered by the Bibliotheca warranty. Please note that there may be an additional charge for electrical work.

Shipping is estimated and calculated using today's rates to one receiving location, unless otherwise noted. Additional shipping charges may apply.

Annual Support and Maintenance costs following the standard Bibliotheca one year warranty period:

- 17% Software Licenses: Percentage of unit price
- 12% Bundled (Hardware with Software) Products: Percentage of unit price
- 8% Hardware Only Components: Percentage of unit price

Annual Support and Maintenance Charges automatically increase by 5% per year after the initial first year of paid Annual Support and Maintenance costs. Customer may qualify for savings of 3% for every year, up to five years, of pre-paid annual Support and Maintenance charges. Discount is based on the annual fee of the first year for which support and maintenance is charged (year 2) so that prepayment program also protects customer from yearly pricing escalations.

Exhibit 2: One Year Limited Warranty

Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system(s) to be free from factory defects for a period of one year from the date of installation.

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer system.

Further, any abuse, misuse, neglect, improper installation, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty.

In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code, or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies.

In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or expenses due directly or indirectly to the purchased equipment, except as stated in this warranty. In no event shall any liability of Bibliotheca exceed the actual amount paid to Bibliotheca for a specific piece of equipment involved in the incident.

Unless specifically contracted otherwise, Bibliotheca warranty service is provided under the terms and conditions of Bibliotheca's standard yearly support and maintenance agreement with the exception of any reference to software updates.

Exhibit 3: Terms and Conditions of Support and Maintenance

These Terms and Conditions of Support and Maintenance are evergreen in nature and do not expire. The Customer or Bibliotheca may terminate this agreement at any time for any or no reason. Billing cycle for Support and Maintenance will be on an annual basis beginning with the Go Live Date.

- I. Coverage. Bibliotheca will provide Customer support and maintenance services on an annual basis subject to Bibliotheca's Equipment Lifecycle Policy and payment of the annual Product Support and Maintenance Fee. The following services will be provided during the period covered as described below:
 - i. With the exception of consumable supplies (e.g. print ribbons) and parts with specified limited usage life spans (e.g. printer heads), Bibliotheca will repair or replace hardware components unless such failure is caused by the Customer, as determined by Bibliotheca in consultation with the Customer.
 - ii. Replacement parts, be they new or refurbished, will be equal to or better than the parts being replaced. Replacement parts will be provided on an exchange basis. End of Support (EOS) for Hardware products is specified in the attached document entitled Bibliotheca Maintenance and Equipment Lifecycle Policy.
 - iii. In the event that the Customer reports material bugs or defects in the Software, Bibliotheca shall use commercially reasonable efforts to correct or replace the Software or provide the services necessary to remedy any programming error attributable to Bibliotheca that significantly affects the functionality of the Software.
 - iv. Bibliotheca shall provide points of contact for Customer to report Product problems, failures, and defects and to request Product changes and enhancements. Only those individuals specifically designated by the Customer shall contact Bibliotheca in regard to such matters and Bibliotheca is not obligated to respond to any other employees except those specifically designated.
 - v. Bibliotheca shall provide the maintenance and support services during the service period by telephone, facsimile, email, modem, on site visit or any other means which it deems appropriate, at its sole discretion, to adequately provide those services.
 - vi. Bibliotheca shall be responsible for outbound shipping costs of products and components covered under this agreement. The Customer is responsible for shipping costs of products and components that are returned to Bibliotheca for replacement or repair.
 - vii. As a part of this agreement, Bibliotheca shall supply Customer any and all updates, improvements, and modifications to the Licensed Programs that Bibliotheca makes available to its licensees generally without charge, provided that Bibliotheca reserves the right to charge separately for new options or new applications that, in the discretion of Bibliotheca, constitute a new software product.
 - viii. Such updates, improvements, and modifications shall be provided to the Customer within the framework of periodic official releases. Software support will be limited to the two most recently distributed releases.

- ix. Maintenance services to be provided by Bibliotheca under this Agreement do not include:
- i. Correction of errors arising from changes, alterations, additions, or modification by persons other than the employees or agents of Bibliotheca or caused by the operation of the Product other than in accordance with the operating specifications.
 - ii. Correction of errors arising from the fault, neglect, misuse, or omission of the Customer or its servants, agents, contractors, invitees, or any other person whether or not that person is under the control or direction of the Customer.
 - iii. Rectification of errors or defects caused by the incorrect or unauthorized use, modification, revision, variation or translation of the software by the Customer or its servants, agents, contractors, or invitees.
 - iv. Repair of damage arising from the failure or surge of electrical power, fusion, fire, air conditioning malfunction, damage caused in transportation, or any other environmental factor or cause other than a cause arising from normal use of the Product.
 - v. Correction of errors caused by the use of computer programs not licensed by Bibliotheca for use by the Customer.
- ii. Assignment of Warranties on Hardware Products. In addition to Bibliotheca's obligations under the Maintenance Agreement, Bibliotheca hereby assigns to the Customer all rights of Bibliotheca under any manufacturer's warranties applicable to Hardware Products purchased under this Agreement to the extent such assignment is permitted under such warranties. Such assignment will be effective upon payment of the Total Purchase Price and all other charges invoiced for the shipment of the Products.
- Except as provided hereunder or pursuant to an executed Maintenance Agreement, Bibliotheca shall have no obligation to provide maintenance support or other services for Hardware Products purchased under this Agreement.
- iii. Limitation on Services. Notwithstanding the above, in the event that Customer or any third party enhances, modifies, alters, or otherwise makes any change to the Products without the prior express written consent of Bibliotheca, Bibliotheca shall have no obligation whatsoever to provide maintenance or support of such Products at any time after such enhancement, modification, alteration, or change.
- Notwithstanding anything herein to the contrary, Bibliotheca's obligation to provide maintenance and support for the Licensed Programs shall extend only to the most recent version and the next most recent version of the Licensed Programs provided to Customer.
- iv. Upgrades. The information technology industry is very dynamic and marked by frequent product replacement and upgrades. With respect to hardware and third party software, Customer retains the responsibility for the costs of purchase and installation of said upgrades necessary to maintain the functionality of system.
- v. Customer Obligations. During the term of this Agreement:

- i. Customer shall provide Bibliotheca with sufficient documentation, information, assistance, support, and test time on Customer's computer system to duplicate any reported problems, certify that the problem is with the Products, and certify that the problem has been corrected. Bibliotheca will be provided with remote access to systems to aid the troubleshooting and repair process.
- ii. Customer shall designate specific employees who will be trained in all aspects of the products, including trouble shooting. These, and only these employees, may contact Bibliotheca for matters related to this Agreement.
- iii. Customer shall perform problem definition activities and any remedial or corrective actions as described in the Licensed Programs customer manuals and other system documentation provided to Customer by Bibliotheca prior to seeking assistance from Bibliotheca.
- iv. Customer is responsible for performing scheduled preventative maintenance as per product specifications.
- v. Customer shall provide Bibliotheca's Maintenance personnel with proper and safe access to the equipment and software at all requisite times for the purpose of providing the maintenance services.
- vi. Customer will provide Bibliotheca with at least thirty days written notice of the Customer's intention to move the equipment to a location other than the premises.

Exhibit 4: Product Maintenance and Lifespan Policy

The supplied self-service solution will be maintainable throughout the life of the equipment while it has a valid support contract. We recommend investing in a support contract for five years with agreed service level agreement. By investing in a support and maintenance agreement, all parts are replaced and/or repaired free of charge should they become defective during the life of the equipment. This excludes any consumables.

Our solutions are based upon industry leading design and the high quality materials we use in our manufacturing processes.

We recommend a practice of powering and shutting down your systems on a daily basis to preserve the operating capabilities of the internal PCs and peripherals. Our systems have been designed with quality components that minimize the risk of failure. We suggest that the system is monitored to ensure that any staff actions, such as replacement of consumables or bin emptying, are carried out regularly as required.

Our recommended remote management solution, smartadmin™, provides staff with extensive capabilities in monitoring and managing aspects of the solution both on the library floor and remotely, as well as collecting detailed transactional information.

Quality Products

Our dedication to high quality in manufacture is a contributory factor in Bibliotheca self-service solutions regularly achieving 90% plus self-service statistics for all lending transactions.

For All Products but Security Gates

Bibliotheca recommends that for planning purposes the expected lifespan of all hardware products (excluding security pedestals) is six years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time).

Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca offers a convenient program that allows customers to upgrade their equipment to the current levels at a 35% discount.

Security Gates

Bibliotheca recommends that the expected lifespan for Security Pedestals is eight years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time).

Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca offers a convenient program that allows customers to upgrade their equipment to the current levels at a 35% discount.

RFID Tags

Bibliotheca guarantees its tags for the life of the items to which they are affixed. Should the Library find a tag that is inoperable, Bibliotheca will replace it, free of charge.

Exhibit 5: Software License Agreement

Bibliotheca, LLC hereby agrees to grant the City of Santa Fe and Santa Fe Public Library, who hereby agrees to accept the following licensed rights and limitations ("License") for Library's use of Vendor-provided software.

1. Software: Software, under the terms and conditions of this License (referenced hereinafter as "Software"), means any of the following components provided to Library by Vendor:
 - (a) Any computer programs provided by Vendor, either consisting of a set of instructions; calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;
 - (b) Supportive instructional/reference materials such as: training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("Documentation"); and
 - (c) Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Vendor Software and/or its Documentation provided by Vendor, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.
2. Grant of License: Vendor hereby grants Library and Library hereby accepts a non-transferable, non-exclusive license, under applicable copyrights and/or trade secrets, to use Vendor-provided Software only on the specific computer(s) for which it was registered and delivered to Library. All Software (other than Documentation) will be provided by Vendor to Library in machine-readable object code only. Library acknowledges that it does not acquire any rights of title or ownership in the Software (including Documentation) and agrees that all proprietary rights to the Software shall at all times remain with Vendor or its relevant third-party provider.

Library may, for its internal use only, print or otherwise reproduce Vendor-developed Documentation if all included Vendor markings, e.g. trademarks, copyrights and statements of confidentiality, are included on each copy. Library acknowledges and agrees that any third party documentation supplied by Vendor, which is marked as copyrighted and/or confidential, shall not be copied or reproduced in any manner.
3. Term of License: This License shall remain in force from the date of delivery and continue until Library ceases all use of the Software or Library's licensed rights are terminated for cause. Library acknowledges and agrees that if this Agreement terminates for any reason, all of Library's licensed rights to the Software (including Documentation) are relinquished and, within five business days thereafter, Library (at Vendor's option) will either deliver to Vendor or destroy the original and all copies of the Software including its Documentation. Upon Vendor's request, Library agrees to certify to Vendor in writing its full compliance with this provision.
4. Assignment: This License and any rights granted herein shall not be transferred, sub-licensed or assigned to any third party without the prior written consent of Vendor.
5. Termination: If Library neglects or fails to pay the specified license fees, or fails to adhere to any of its obligations hereunder, this license may be immediately terminated by Vendor for cause.

6. Security and Limitations of License: Library acknowledges and agrees that:
- (a) All Software and upgrades of Software (including its Documentation), which are provided to Library by Vendor, contain proprietary copyrighted, trade secret and/or confidential information of Vendor or its relevant third-party provider;
 - (b) Library shall not decrypt, reverse engineer, reverse compile, modify, or create derivative works of the Software;
 - (c) Library and its employees shall take all reasonable precautions to safeguard and hold all Software, including upgrades, additions and enhancements, in confidence, at least to the same extent that it protects its own most valuable confidential information;
 - (d) If Library violates this License or does not pay the agreed upon licensing fees, Vendor will have all of the rights provided herein and available under law, including the right to injunctive relief;
 - (e) If any other communication, agreement or purchase order conflicts with, or may affect interpretation of, the understandings set forth herein, this License shall control as the singular expression of licensed rights.

Exhibit 6: Notices

If to Bibliotheca:

Al Coalla, CEO
Bibliotheca
3169 Holcomb Bridge Rd., Ste. 200
Norcross, GA 30071

If to Customer:

Bae Smith, Circulation Librarian
Santa Fe Public Library
145 Washington Ave.
Santa Fe, NM 87501

Exhibit 7: Access to All Bibliotheca Products

Price list of all Bibliotheca products will follow this page and forms a part of this Sales Agreement.

BIBLIOTHECA AND THE CITY OF SANTA FE (CUSTOMER) ADDENDUM

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to Bibliotheca. The Customer's decision as to whether sufficient appropriations are available shall be accepted by the Bibliotheca and shall be final.

STATUS OF BIBLIOTHECA; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Bibliotheca and its agents and employees are independent Contractor performing professional services for the Customer and are not employees of the Customer. Bibliotheca, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement.

B. Bibliotheca shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Bibliotheca in the performance of the services under this Agreement.

C. Bibliotheca shall comply with Customer's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

Bibliotheca warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Bibliotheca further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

ASSIGNMENT; SUBCONTRACTING

Bibliotheca shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Customer. Bibliotheca shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Customer, except for third party onsite maintenance services by an authorized Bibliotheca service provider.

RELEASE

Bibliotheca, upon acceptance of final payment of the amount due under this Agreement, releases the Customer, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Bibliotheca agrees not to purport to bind the Customer to any obligation not assumed herein by the Customer unless Bibliotheca has express written authority to do so, and then only within the strict limits of that authority.

RECORDS AND AUDIT

Bibliotheca shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

NON-DISCRIMINATION

During the term of this Agreement, Bibliotheca shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Bibliotheca hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

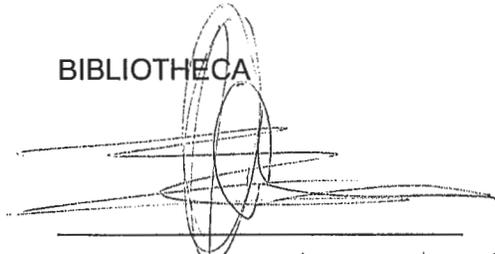
CITY OF SANTA FE:



Brian K. Snyder, City Manager

Date: 1-31-14

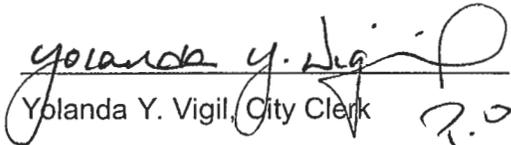
BIBLIOTHECA



Name & Title Al Coalla, CEO

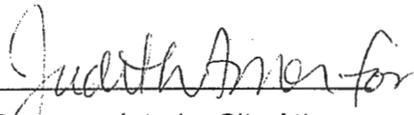
Date: January 23, 2014

ATTEST:



Yolanda Y. Vigil, City Clerk

Approved as to Form:



Kelley A. Brennan, Interim City Attorney 1/27/14
Approved:



Marcos A. Tapia, Finance Director 1/29/14

Business Unit/Line Item:

32718.572500 - 112900

Sales Agreement

THIS AGREEMENT is made and entered into this **31st day of March, 2014**, by **Bibliotheca, LLC**, a corporation in the State of Delaware, USA, with offices at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 (hereinafter referred to as "Bibliotheca") and **Santa Fe Public Library**, located at 145 Washington Ave., Santa Fe, New Mexico 87501 (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Customer desires to implement security gate system(s) on its premises in addition to four years of support and maintenance services, and;

WHEREAS, Bibliotheca is willing to provide such support services pursuant to all the terms and conditions in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bibliotheca and Customer have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

WITNESSETH: In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Any properly executed amendment or change order to this contract (most recent with first priority), and
2. This contract, and
3. Any attachments included with this contract.
4. Sales Agreement #13-0071, dated December 30, 2013.

TERM AND TERMINATION

Term

The Effective Date of commencement of this Agreement shall be the date indicated above. The Term of this Agreement shall begin on the Effective Date and shall extend for the length of the term outlined below, unless terminated earlier under one of the termination provisions contained in this Agreement.

The term of this agreement shall be one year of warranty on all products followed by four years of paid maintenance and support. The initial term of this agreement shall be four (4) years commencing on the Effective Date, with the first year warranty commencing on the Go Live date. Go Live Date means, with respect to the Bibliotheca Software license orders, the date on which the Software is available for operational use for normal daily business, including performing core functions for which it was intended.

Service and Maintenance may be renewed annually after the initial four (4) year term. Any discounts that may be listed on the quote will be applied to the final invoice.

Termination

- a. In the event the Customer determines that Bibliotheca has failed to perform in accordance with this Agreement, the Customer shall provide written notice to Bibliotheca identifying the specific performance failure. Bibliotheca shall have ninety (90) days to cure the specific performance failure and/or to dispute the performance failure. If after the ninety (90) day

cure period, the Customer concludes that Bibliotheca has failed to cure the performance issue, the Customer may terminate this Agreement by providing Bibliotheca written notice. However, nothing in this provision prevents Bibliotheca from challenging the Customer's determination that Bibliotheca has failed to perform under this Agreement, and Bibliotheca reserves all legal rights and remedies should Bibliotheca conclude that the Customer has wrongfully claimed that Bibliotheca has failed to perform and/or cure any alleged performance failures under this Agreement.

- b. Regardless of reason for termination, Customer is responsible for payment for all products and services delivered according to the terms and conditions of this Agreement up until the date of termination of this Agreement.

Conditions

Annual maintenance will be invoiced one month before each annual term of this agreement, unless the entire amount is paid up front. The Customer is responsible for annual maintenance payment within 30 days of invoice. Notwithstanding any other provision of this Agreement, the Customer shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the Customer's future fiscal years unless and until the Customer's Board of Supervisors appropriates funds for this Agreement in the Customer's Budget for each such future fiscal year.

In the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated or the end of the library's previous fiscal year. The Customer shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

The Customer may not engage any other entity for maintenance and support of the products included in this agreement following notification to Bibliotheca of non-appropriation of funds.

DUTIES OF BIBLIOTHECA

1. Bibliotheca agrees to provide the products and services (hereinafter collectively referred to as the "Work") as listed in its quotation (Exhibit 1).
2. Except where explicitly noted and agreed to by the Customer upon receipt of proper waivers, Bibliotheca will comply with all local laws, ordinances, and regulations bearing on the performance of the Work.
3. Bibliotheca shall enforce good order and discipline among its employees and subcontractors, if any, and shall keep work areas reasonably free from waste materials and rubbish resulting from its operations.
4. Bibliotheca shall deliver products and perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.
5. Bibliotheca will compensate all company employees and subcontractors, if used, for all work performed in the execution of the project.
6. Bibliotheca will supply Customer with written invoices according to the payment schedule specified in the Agreement or, if not specified, following shipment of products to the Customer. Unless otherwise stated and agreed to in writing, Bibliotheca is not responsible for the collection or payment of any duties, excise, sales, use property, retailers, occupation, business, or similar tax. The amount of any such taxes which are payable in accordance with

the provisions of any statute or rules, regulations or decision of any taxing authority, will be paid by the Customer.

7. Bibliotheca agrees that title to all Work covered by an invoice for payment will pass to the Customer upon receipt of such payment.
8. Bibliotheca warrants products in accordance with the warranty attached to this Agreement (Exhibit 2).
9. Bibliotheca agrees to support and maintain products during the first year of operation in accordance with document entitled Annual Maintenance and Support for Bibliotheca Products (Exhibit 3).
10. Following the first year, Bibliotheca agrees to continue to support and maintain products supplied under this Agreement for the period(s) specified in the Product Maintenance and Lifespan Policy (Exhibit 4), on a year by year basis, contingent upon the Customer's payment in advance for such support and maintenance.
11. Bibliotheca represents that in the performance of the work, duties, and obligations assumed by it under this Agreement that it is acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the Customer.
12. Bibliotheca agrees to indemnify and hold harmless Customer from all claims and suits for loss of or damage to property, including loss of the use thereof, or injuries including death to persons, and from all judgments recovered therefore, and from all expense in defending said claims or suits, including court costs, attorney fees and other expenses, caused by an act or omission of Bibliotheca and/or its subcontractors, their respective agents, servants, and employees working on the project and not caused by the fault or negligence of the Customer.
13. Without limiting its liability under this Agreement, Bibliotheca will maintain at its expense during the life of this Agreement Workman's Compensation insurance as mandated by law and comprehensive General Liability insurance in amounts no less than:

Bodily Injury Each Person - \$1,000,000
 Bodily Injury Each Occurrence - \$2,000,000
 Property Damage Each Occurrence - \$1,000,000

Customer will be named as an additional insured and noted as such on each policy.

DUTIES OF CUSTOMER

1. Customer will inspect all products immediately upon delivery, noting damage to external packaging and/or contents on the delivery receipt or bill of lading. Customer will immediately notify Bibliotheca of such damage. Customer understands that failure to immediately report damage may result in the inability to file claims with the shipper or insurance companies. Damages not covered as a result of the Customer's failure to examine or report are the full responsibility of the Customer.

2. Customer will issue to Bibliotheca purchase orders in writing for the products and services listed in Exhibit 1, noting desired delivery dates that will not be earlier than sixty (60) days following receipt of the purchase order by Bibliotheca.
3. Unless noted otherwise on the purchase order, Customer will be prepared to receive products from the date of its purchase order. The specific date for delivery and commencement of installation shall be agreed upon in consultation between the Customer and Bibliotheca. Should the Customer, due to delays in construction or for any other reason, not be prepared to accept delivery on or before the stated desired delivery date on the purchase order, Bibliotheca will delay without penalty the shipment of product for up to two weeks following that date as long as no cost-incurring changes are required in the Bibliotheca technician's installation schedule.
4. Customer will accept delivery of products delivered to its truck high dock during normal business hours. If Customer does not have a truck high dock or can accept deliveries only during specified hours, it must note these and any other special delivery requirements on its purchase order. The absence of a truck high dock and the presence of special delivery costs may result in increased delivery costs, for which the Customer will be fully responsible.
5. This agreement amount includes hardware, software, services, installation, training, and a one year warranty. Customer will remit payment in U.S. Dollars to Bibliotheca in no more than 30 days following the date of invoice.
6. Customer will pay 30% of invoice upon order, 40% upon delivery, and 30% upon acceptance of the products described herein.
7. Support and Maintenance is invoiced prior to the start of the contract period and is due within thirty days of invoice.
8. If Customer claims exemption from any taxes imposed by any taxing authority, Customer will save Bibliotheca harmless from any such tax, together with any interest, fines, or penalties thereon, which may at any time be assessed against it by reason of the fact that such Work or portion thereof is held to be taxable by the taxing authority. In the event that the Customer is exempt from such taxes or should Customer elect to pay such taxes directly to the taxing authority, then Customer shall provide Bibliotheca with a valid tax exemption certificate or similar document in form satisfactory to Bibliotheca.
9. Customer is responsible for supplying materials, equipment, and services as described in Exhibit 1 and other documents that have been provided to the Customer relating to the work proposed.
10. Customer is responsible for security and paying for all licenses and permits required for the execution of the work.
11. Customer will designate a primary and secondary contact person for the purpose of coordinating with Bibliotheca representatives all technical aspects and implementation of the system(s).
12. Individuals designated above will promptly provide to Bibliotheca all information needed by Bibliotheca for implementation of the system.

13. Customer warrants that the project is located on real property owned by the Customer and that access to such real property will be furnished to Bibliotheca at such times and on such dates as Bibliotheca may reasonably require in connection with the execution and completion of the Work. Customers will provide a clear path for access to and from the installation site for personnel and equipment. Customer will ensure that not later than the scheduled start of installation date, the installation site is free and clear, that all civil work and necessary removal or modifications of existing equipment or buildings is concluded, and that all necessary Customer provided infrastructure, including but not limited to electrical and network connections, is in place according to Bibliotheca specifications. Customer will be fully responsible for all costs associated with the failure of the Customer to meet these requirements. These costs include, but are not limited to, additional work performed by Bibliotheca to prepare the site, additional time required for installation and training, and the additional costs associated with required travel with prior approval by the City.
14. Customer understands that the proper performance of the system depends upon a thorough understanding and implementation of the installation and operating instructions provided by Bibliotheca. Customer is responsible for ensuring that all staff, volunteers and others who perform services at the Customer's behest are fully trained in the operation of the system components with which they are working.
15. Customer will immediately report by written notice all system problems to Bibliotheca.
16. At Bibliotheca's request, Customer will generate system reports as may be needed by Bibliotheca and, if requested, maintain a log detailing all problems experienced with the system.
17. Customer will not modify Bibliotheca hardware or software without first consulting Bibliotheca, and being provided written authorization for the modification by Bibliotheca.
18. Customer agrees to permit Bibliotheca reasonable remote access to support the System as demonstrated in Exhibit 1.
19. Customer will maintain the confidentiality of all information, be it in written, unwritten, or any other form, provided it by Bibliotheca. Only such information as may be necessary for Customer's agents to perform their duties shall be shared with such agents.
20. Customer represents that Bibliotheca software is the intellectual property of Bibliotheca and is protected by law, including copyright laws and international treaties. Copies of software may not be made without the expressed written consent of a Bibliotheca representative authorized to legally obligate the company.
21. Customer shall take all reasonable steps to protect Bibliotheca's intellectual property rights.

MISCELLANEOUS

1. Force Majeure. The parties to this Agreement will not be liable for any delay or failure to perform their obligations if that failure or delay is due to any cause or condition beyond the control of that party and, in particular, without limitation, any failure, damage or loss due to fire, flood, exposure or any act of God, industrial disturbance, failure of electrical telecommunications networks, acts of vandalism, sabotage, civil services, war, changes in legislation or regulations of any government or governmental agency, refusal or revocation of any license or consent by the government of any authority.

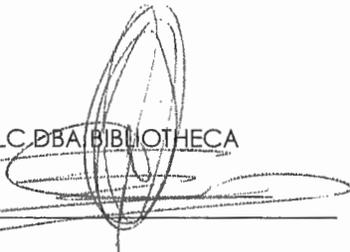
2. **Limitation of Liability.** The liability of Bibliotheca, its agents, employees, subcontractors and supplies with respect to any claims arising out of the performance or non-performance of obligations under the Contract Documents, or the design, manufacture, sales, delivery, installation or use of the Work or materials or the condition of other services hereunder irrespective of the theory upon which any claim may be based, including, without limitation, breach of the Contract Documents, breach of warranty or tort (including negligence), indemnity, strict liability or otherwise (i) shall in no event include consequential, indirect, special or similar damages including, but not limited to, loss of profits or revenue, or loss of business, and Customer hereby irrevocably waives any right it may have to any damages in excess of actual and incidental and (ii) except with respect to indemnity claims for personal injury (including death) or damage to property of third parties, shall in no event exceed in the aggregate 100% of the Purchase Price or the scope and limits of insurance required to be maintained under the terms of the Contract Documents, whichever is less. The limitation of liability shall prevail over any conflicting or inconsistent provisions contained in the Contract Documents except where such conflicting or inconsistent provisions provide a more restrictive remedy.
3. **Change orders.** Customer is fully responsible for any and all costs that are incurred as a result of changes initiated by Customer to this Agreement, to any other contract signed between Bibliotheca and the Customer related to the Work, to any Purchase Order issued to Bibliotheca by the Customer related to the Work, and to any instructions provided to Bibliotheca by the Customer related to the Work.
4. **Assignment.** The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement will not sell, transfer, assign, license, franchise or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement whether express or implied as if the proposed assignee was an original contracting party to this Agreement.
5. **Severability.** Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
6. **Choice of Law: Venue.** The laws of the State of New Mexico shall control the validity, construction and effect of this Agreement and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this Agreement may be brought and maintained only in a state or federal court of competent jurisdiction sitting in Santa Fe County, New Mexico.
7. **Costs and Expenses.** Each party will pay its own costs and expenses in relation to the negotiations leading up to and in relation to the preparation, execution and carrying into effect of this Agreement and all other documents referred to in it.
8. **Entire Agreement.** The complete understanding between the parties is set out in this Agreement and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver or discharge of any requirement of the Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

9. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
10. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties to this Agreement.
11. Inter-Local Purchase. To the full extent permitted by local, state and federal law, the prices, terms and conditions of this agreement, in part or in whole, may be extended to other similar governmental and non-governmental bodies without restriction and without compensation. The aforementioned bodies may or may not be affiliated with the parties to this agreement through a purchasing cooperative, inter-local participation agreement, consortium or other cooperative agreement designed to extend contractual terms agreed to by any one member to all members of the cooperative group.
12. Access to all Bibliotheca products. As part of this Agreement, Customer may purchase any and all products that are listed in the adjoining price list (Exhibit 7).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written. Signature below indicates agreement to all written terms in this document and its exhibits:

BIBLIOTHECA, LLC DBA BIBLIOTHECA

Signature:



Name: Al Coalla
Title: Chief Executive Officer

Date: March 31, 2014

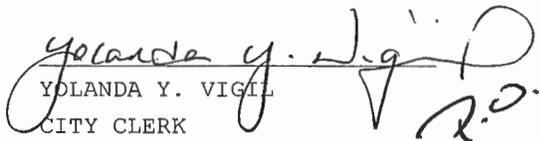
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 04/08/2014

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:


Kelley Brennan, Interim CITY ATTORNEY 4/3/14

APPROVED:

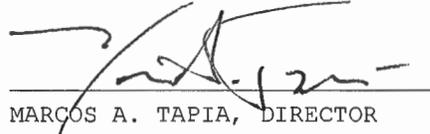

MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT
32718.572500, ext. 0112900 4/7/14

Exhibit 1: Quotation of Services to Be Provided

Forming a part of the Support & Maintenance Agreement is Bibliotheca's quotation for support services to be performed for and at the Library.

The library has selected a four-year agreement, but still prefers to pay yearly:

1st Year Payment	Included
2nd Year Payment	\$1,506.64
3rd Year Payment	\$1,506.64
4th Year Payment	\$1,506.64
Total over four years:	\$4,519.92

Exhibit 2: One Year Limited Warranty

Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system(s) to be free from factory defects for a period of one year from the date of installation.

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer system.

Further, any abuse, misuse, neglect, improper installation, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty.

In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code, or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies.

In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or expenses due directly or indirectly to the purchased equipment, except as stated in this warranty. In no event shall any liability of Bibliotheca exceed the actual amount paid to Bibliotheca for a specific piece of equipment involved in the incident.

Unless specifically contracted otherwise, Bibliotheca warranty service is provided under the terms and conditions of Bibliotheca's standard yearly support and maintenance agreement with the exception of any reference to software updates.

Exhibit 3: Terms and Conditions of Support and Maintenance

These Terms and Conditions of Support and Maintenance are evergreen in nature and do not expire. The Customer or Bibliotheca may terminate this agreement at any time for any or no reason. Billing cycle for Support and Maintenance will be on an annual basis beginning with the Go Live Date.

- I. Coverage. Bibliotheca will provide Customer support and maintenance services on an annual basis subject to Bibliotheca's Equipment Lifecycle Policy and payment of the annual Product Support and Maintenance Fee. The following services will be provided during the period covered as described below:
 - i. With the exception of consumable supplies (e.g. print ribbons) and parts with specified limited usage life spans (e.g. printer heads), Bibliotheca will repair or replace hardware components unless such failure is caused by the Customer, as determined by Bibliotheca in consultation with the Customer.
 - ii. Replacement parts, be they new or refurbished, will be equal to or better than the parts being replaced. Replacement parts will be provided on an exchange basis. End of Support (EOS) for Hardware products is specified in the attached document entitled Bibliotheca Maintenance and Equipment Lifecycle Policy.
 - iii. In the event that the Customer reports material bugs or defects in the Software, Bibliotheca shall use commercially reasonable efforts to correct or replace the Software or provide the services necessary to remedy any programming error attributable to Bibliotheca that significantly affects the functionality of the Software.
 - iv. Bibliotheca shall provide points of contact for Customer to report Product problems, failures, and defects and to request Product changes and enhancements. Only those individuals specifically designated by the Customer shall contact Bibliotheca in regard to such matters and Bibliotheca is not obligated to respond to any other employees except those specifically designated.
 - v. Bibliotheca shall provide the maintenance and support services during the service period by telephone, facsimile, email, modem, on site visit or any other means which it deems appropriate, at its sole discretion, to adequately provide those services.
 - vi. Bibliotheca shall be responsible for outbound shipping costs of products and components covered under this agreement. The Customer is responsible for shipping costs of products and components that are returned to Bibliotheca for replacement or repair.
 - vii. As a part of this agreement, Bibliotheca shall supply Customer any and all updates, improvements, and modifications to the Licensed Programs that Bibliotheca makes available to its licensees generally without charge, provided that Bibliotheca reserves the right to charge separately for new options or new applications that, in the discretion of Bibliotheca, constitute a new software product.
 - viii. Such updates, improvements, and modifications shall be provided to the Customer within the framework of periodic official releases. Software support will be limited to the two most recently distributed releases.

- ix. Maintenance services to be provided by Bibliotheca under this Agreement do not include:
- i. Correction of errors arising from changes, alterations, additions, or modification by persons other than the employees or agents of Bibliotheca or caused by the operation of the Product other than in accordance with the operating specifications.
 - ii. Correction of errors arising from the fault, neglect, misuse, or omission of the Customer or its servants, agents, contractors, invitees, or any other person whether or not that person is under the control or direction of the Customer.
 - iii. Rectification of errors or defects caused by the incorrect or unauthorized use, modification, revision, variation or translation of the software by the Customer or its servants, agents, contractors, or invitees.
 - iv. Repair of damage arising from the failure or surge of electrical power, fusion, fire, air conditioning malfunction, damage caused in transportation, or any other environmental factor or cause other than a cause arising from normal use of the Product.
 - v. Correction of errors caused by the use of computer programs not licensed by Bibliotheca for use by the Customer.
- II. Assignment of Warranties on Hardware Products. In addition to Bibliotheca's obligations under the Maintenance Agreement, Bibliotheca hereby assigns to the Customer all rights of Bibliotheca under any manufacturer's warranties applicable to Hardware Products purchased under this Agreement to the extent such assignment is permitted under such warranties. Such assignment will be effective upon payment of the Total Purchase Price and all other charges invoiced for the shipment of the Products.
- Except as provided hereunder or pursuant to an executed Maintenance Agreement, Bibliotheca shall have no obligation to provide maintenance support or other services for Hardware Products purchased under this Agreement.
- III. Limitation on Services. Notwithstanding the above, in the event that Customer or any third party enhances, modifies, alters, or otherwise makes any change to the Products without the prior express written consent of Bibliotheca, Bibliotheca shall have no obligation whatsoever to provide maintenance or support of such Products at any time after such enhancement, modification, alteration, or change.
- Notwithstanding anything herein to the contrary, Bibliotheca's obligation to provide maintenance and support for the Licensed Programs shall extend only to the most recent version and the next most recent version of the Licensed Programs provided to Customer.
- IV. Upgrades. The information technology industry is very dynamic and marked by frequent product replacement and upgrades. With respect to hardware and third party software, Customer retains the responsibility for the costs of purchase and installation of said upgrades necessary to maintain the functionality of system.
- V. Customer Obligations. During the term of this Agreement:

- i. Customer shall provide Bibliotheca with sufficient documentation, information, assistance, support, and test time on Customer's computer system to duplicate any reported problems, certify that the problem is with the Products, and certify that the problem has been corrected. Bibliotheca will be provided with remote access to systems to aid the troubleshooting and repair process.
- ii. Customer shall designate specific employees who will be trained in all aspects of the products, including trouble shooting. These, and only these employees, may contact Bibliotheca for matters related to this Agreement.
- iii. Customer shall perform problem definition activities and any remedial or corrective actions as described in the Licensed Programs customer manuals and other system documentation provided to Customer by Bibliotheca prior to seeking assistance from Bibliotheca.
- iv. Customer is responsible for performing scheduled preventative maintenance as per product specifications.
- v. Customer shall provide Bibliotheca's Maintenance personnel with proper and safe access to the equipment and software at all requisite times for the purpose of providing the maintenance services.
- vi. Customer will provide Bibliotheca with at least thirty days written notice of the Customer's intention to move the equipment to a location other than the premises.

Exhibit 4: Product Maintenance and Lifespan Policy

The supplied self-service solution will be maintainable throughout the life of the equipment while it has a valid support contract. We recommend investing in a support contract for five years with agreed service level agreement. By investing in a support and maintenance agreement, all parts are replaced and/or repaired free of charge should they become defective during the life of the equipment. This excludes any consumables.

Our solutions are based upon industry leading design and the high quality materials we use in our manufacturing processes.

We recommend a practice of powering and shutting down your systems on a daily basis to preserve the operating capabilities of the internal PCs and peripherals. Our systems have been designed with quality components that minimize the risk of failure. We suggest that the system is monitored to ensure that any staff actions, such as replacement of consumables or bin emptying, are carried out regularly as required.

Our recommended remote management solution, smartadmin™, provides staff with extensive capabilities in monitoring and managing aspects of the solution both on the library floor and remotely, as well as collecting detailed transactional information.

Quality Products

Our dedication to high quality in manufacture is a contributory factor in Bibliotheca self-service solutions regularly achieving 90% plus self-service statistics for all lending transactions.

For All Products but Security Gates

Bibliotheca recommends that for planning purposes the expected lifespan of all hardware products (excluding security pedestals) is six years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time).

Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca offers a convenient program that allows customers to upgrade their equipment to the current levels at a 35% discount.

Security Gates

Bibliotheca recommends that the expected lifespan for Security Pedestals is eight years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time).

Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca offers a convenient program that allows customers to upgrade their equipment to the current levels at a 35% discount.

RFID Tags

Bibliotheca guarantees its tags for the life of the items to which they are affixed. Should the Library find a tag that is inoperable, Bibliotheca will replace it, free of charge.

Exhibit 5: Software License Agreement

Bibliotheca, LLC hereby agrees to grant the City of Santa Fe and Santa Fe Public Library, who hereby agrees to accept the following licensed rights and limitations ("License") for Library's use of Vendor-provided software.

1. Software: Software, under the terms and conditions of this License (referenced hereinafter as "Software"), means any of the following components provided to Library by Vendor:
 - (a) Any computer programs provided by Vendor, either consisting of a set of instructions, calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;
 - (b) Supportive instructional/reference materials such as: training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("Documentation"); and
 - (c) Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Vendor Software and/or its Documentation provided by Vendor, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.
2. Grant of License: Vendor hereby grants Library and Library hereby accepts a non-transferable, non-exclusive license, under applicable copyrights and/or trade secrets, to use Vendor-provided Software only on the specific computer(s) for which it was registered and delivered to Library. All Software (other than Documentation) will be provided by Vendor to Library in machine-readable object code only. Library acknowledges that it does not acquire any rights of title or ownership in the Software (including Documentation) and agrees that all proprietary rights to the Software shall at all times remain with Vendor or its relevant third-party provider.

Library may, for its internal use only, print or otherwise reproduce Vendor-developed Documentation if all included Vendor markings, e.g. trademarks, copyrights and statements of confidentiality, are included on each copy. Library acknowledges and agrees that any third party documentation supplied by Vendor, which is marked as copyrighted and/or confidential, shall not be copied or reproduced in any manner.

3. Term of License: This License shall remain in force from the date of delivery and continue until Library ceases all use of the Software or Library's licensed rights are terminated for cause. Library acknowledges and agrees that if this Agreement terminates for any reason, all of Library's licensed rights to the Software (including Documentation) are relinquished and, within five business days thereafter, Library (at Vendor's option) will either deliver to

Vendor or destroy the original and all copies of the Software including its Documentation. Upon Vendor's request, Library agrees to certify to Vendor in writing its full compliance with this provision.

4. Assignment: This License and any rights granted herein shall not be transferred, sub-licensed or assigned to any third party without the prior written consent of Vendor.
5. Termination: If Library neglects or fails to pay the specified license fees, or fails to adhere to any of its obligations hereunder, this license may be immediately terminated by Vendor for cause.

6. Security and Limitations of License: Library acknowledges and agrees that:
- (a) All Software and upgrades of Software (including its Documentation), which are provided to Library by Vendor, contain proprietary copyrighted, trade secret and/or confidential information of Vendor or its relevant third-party provider;
 - (b) Library shall not decrypt, reverse engineer, reverse compile, modify, or create derivative works of the Software;
 - (c) Library and its employees shall take all reasonable precautions to safeguard and hold all Software, including upgrades, additions and enhancements, in confidence, at least to the same extent that it protects its own most valuable confidential information;
 - (d) If Library violates this License or does not pay the agreed upon licensing fees, Vendor will have all of the rights provided herein and available under law, including the right to injunctive relief;
 - (e) If any other communication, agreement or purchase order conflicts with, or may affect interpretation of, the understandings set forth herein, this License shall control as the singular expression of licensed rights.

Exhibit 6: Notices

If to Bibliotheca:

Al Coalla, CEO
Bibliotheca
3169 Holcomb Bridge Rd., Ste. 200
Norcross, GA 30071

If to Customer:

Bae Smith, Circulation Librarian
Santa Fe Public Library
145 Washington Ave.
Santa Fe, NM 87501

Exhibit 7: Access to All Bibliotheca Products

Price list of all Bibliotheca products will follow this page and forms a part of this Sales Agreement.

Product Code	Product	List Price
smartlabel™ RFID tags, boosters, & cover labels		
TAG000017-000	smartlabel™ 110 2" x 2" Tag	\$ 0.28
TAG000018-000	smartlabel™ 200 2" x 3" Tag	\$ 0.30
TAG000019-000	smartlabel™ 100 Clear 2" x 2" Tag	\$ 0.32
TAG000207-000	smartlabel™ 210 Clear 2" x 3" Tag	\$ 0.32
TAG000004-000	smartlabel™ 300 CD/DVD Hub Tag	\$ 0.30
TAG000005-000	smartlabel™ 310 Full Coverage Media Tag	\$ 0.96
TAG000101-000	smartlabel™ 320 StingRay Full Coverage CD/DVD Tag	\$ 0.96
TAG000324-000	X-Range Single Coil Full Coverage CD/DVD Tag	\$ 1.10
TAG000021-000	smartlabel™ 500 High Value Asset Tag	\$ 34.90
Additional bar code labels, printing, etc.		
SER000004-001	Printing on Square/Credit Card Tag in Black	\$ 0.04
SER000016-001	Printing on Square/Credit Card Tag in 1 Color	\$ 0.06
SER000017-001	Printing on Full Coverage Tag in Black	\$ 0.07
SER000022-001	Printing on Full Coverage Tag in 1 Color or Logo/Barcode	\$ 0.08
TAG000099-000	Tag Encoding	TBD
SER000028-001	Printing on Square/Credit Card Tag with Logo/Barcode	\$ 0.06
SER000029-001	Printing on Square/Credit Card Tag in 2 Colors	\$ 0.07
SER000030-001	Printing on Hub Tag in Black	\$ 0.06
SER000031-001	Printing on Hub Tag in 1 Color	\$ 0.07
TAG000028-000	smartlabel™ 120 Reusable RFID Tag	\$ 0.25
TAG000029-000	Cover Label for Reusable RFID Tag	\$ 0.04
Site and System Software Licenses		
SWR000118-000	All Inclusive Software Site License	\$ 14,995.00
SWR000119-000	All Inclusive Software System License	\$ 11,995.00
SWR000004-000	smartadmin™ (Per Connected Device - 1st Yr.)	\$ 325.00
SWR000017-000	smartadmin™ Annual License (Beg. Year 2)	\$ 150.00
smartstation™ Circulation and Tag Programming Software and Staff Applications		
SWR000002-000	smartstation™ Manager Individual License	\$ 990.00
SWR100002-000	smartstation™ Manager Unlimited Site License	\$ 1,795.00
SWR200002-000	smartstation™ Manager Unlimited System License	\$ 1,495.00
Mobile Tagging & Circulation Stations		
STF000012-000	smartstation™ 700 Purchase Tagging Cart (Hardware)	\$ 5,275.00
STF000012-B00	smartstation™ 700 Purchase Tagging Cart (Bundled)	\$ 6,775.00
STF700001-000	smartstation™ 700 Lease Mobile Tagging Cart	\$ 520.00
STF000017-001	smartstation™ 200 Shielded Staff Station (Hardware)	\$ 1,450.00
STF000017-B01	smartstation™ 200 Shielded Staff Station (Bundled)	\$ 2,950.00
STF000007-000	smartstation™ 300 Extra Large Shielded Staff Station	\$ 2,195.00
STF000011-000	smartstation™ 900 Bar Code Scanner <i>with Stand</i>	\$ 305.00
AAA000246-000	Extra Battery for Mobile Cart	\$ 275.00
STF000014-000	Tag Overlay Label Dispenser	\$ 649.00
SAF000103-000	Manual Label Dispenser	\$ 170.00
Scan & Print II Bar Code Duplicator		
AAA000258-000	Scan & Print II Bar Code Duplicator	\$ 1,125.00
AAA200114-000	Scan & Print II Bar Code Duplicator Ribbons	\$ 23.00
AAA200115-000	Scan & Print II Bar Code Duplicator Labels	\$ 17.45
STF000013-000	smartstation™ 710 Total Mobile Staff Station (Hardware)	\$ 6,560.00
STF100137-000	smartstation™ 710 Mobile Shelf Reading Wand	\$ 1,480.00
smartstock™ Inventory and shelf reading		
SWR000006-000	smartstock™ Manager Individual License	\$ 1,490.00
SWR100006-000	smartstock™ Manager Unlimited Site License	\$ 4,950.00
SWR200006-000	smartstock™ Manager Unlimited System License	\$ 3,595.00
SWR000022-000	smartstock™ 300 Manager	\$ 1,495.00

Hardware		
HND000002-000	smartstock™ 200 Handheld Inventory Unit (Hardware)	\$ 5,655.00
HND000002-B00	smartstock™ 200 Handheld Inventory Unit (Bundled)	\$ 6,995.00
HND000003-000	smartstock™ 500 Tunnel Bulk Reader	\$ 9,995.00
HND000006-000	smartstock™ 300 Handheld unit without iPod	\$ 1,795.00
HND000009-000	smartstock™ 300 Handheld unit with iPod	\$ 1,995.00
smartserve™ self-checkout		
liber8™ Self-Checkout Software		
SWR000007-000	liber8™ Individual License	\$ 4,450.00
SWR100007-000	liber8™ Unlimited Site License	\$ 8,495.00
SWR200007-000	liber8™ Unlimited System License	\$ 10,995.00
Hardware		
smartserve™ 100 Build Above/Into Library Furniture		
SCK000002-000	smartserve™ 100 Build-in/above Self-Checkout (Hardware)	\$ 5,995.00
smartserve™ 200 Countertop Kiosk		
SCK100218-200	smartserve™ 200 Countertop Kiosk in Black (Hardware)	\$ 7,690.00
SCK100218-B00	smartserve™ 200 Countertop Kiosk in Black (Bundled)	\$ 9,190.00
SCK100206-000	smartserve™ 200 One-Time® Unlocker in Black	\$ 5,500.00
SCK100219-200	smartserve™ 200 Countertop Kiosk in White (Hardware)	\$ 7,690.00
SCK100219-B00	smartserve™ 200 Countertop Kiosk in White (Bundled)	\$ 9,190.00
SCK100217-000	smartserve™ 200 One-Time® Unlocker in White	\$ 5,500.00
smartserve™ 400 Freestanding Kiosk		
SCK000004-200	smartserve™ 400 Self-Checkout Kiosk (Hardware)	\$ 9,995.00
SCK000004-B00	smartserve™ 400 Self-Checkout Kiosk (Bundled)	\$ 11,995.00
SCK100404-001	smartserve™ 400 One-Time® Unlocker	\$ 3,495.00
SCK000024-000	smartserve™ 400 Color Magnetic Overlay	\$ 750.00
SCK000023-000	smartserve™ 400 Custom Color - Pearl	\$ 1,595.00
SCK000023-001	smartserve™ 400 Custom Color - Standard	\$ 995.00
SCK100408-000	smartserve™ 400 2D Bar Code Scanner	\$ 375.00
smartserve™ 1000 Freestanding Kiosk		
SCK200019-000	smartserve™ 1000 Countertop Kiosk in Black (Hardware)	\$ 10,995.00
SCK200020-000	smartserve™ 1000 Countertop Kiosk in White (Hardware)	\$ 10,995.00
SCK200013-000	smartserve™ 1000 Custom Color - Standard	\$ 750.00
SCK200000-000	smartserve™ 1000 Freestanding Kiosk in Black (Hardware)	\$ 12,995.00
SCK200001-000	smartserve™ 1000 Freestanding Kiosk in White (Hardware)	\$ 12,995.00
SCK200010-000	smartserve™ 1000 Glass Side Shelf	\$ 299.00
SCK200023-000	smartserve™ 1000 Height Adjustable Option	\$ 1,795.00
SCK200009-000	smartserve™ 1000 One-Time® Unlocker	\$ 4,250.00
SCK200011-000	smartserve™ 1000 Return Bin	\$ 1,195.00
Optional Extras		
SCK000697-000	Standard Screen Topper	\$ 125.00
SCK000696-000	Custom Screen Topper	\$ 250.00
SCK100408-001	2D Bar Code Scanner for reading SmartPhones	\$ 405.00
SCK000359-000	Place Items Here Sticker with Icon	\$ 6.00
AAA100089-000	Place Items Here Sticker with Icon and Text	\$ 10.00
AAA000267-000	Thermal Receipt Paper 50 rolls at 230 ft ea.	\$ 142.50
Fines and Fees		
SCK000147-000	Fines & Fees Configuration Fee One per System	\$ 895.00
SCK000659-000	smartserve™ 100, 200 Coin and Bill Acceptor	\$ 2,695.00
SCK000029-000	smartserve™ 400 Payment Housing Unit	\$ 1,195.00
SCK000030-000	smartserve™ 400 Custom Standard Color for Payment	\$ 495.00
SCK000031-000	smartserve™ 400 Custom Pearl Color for Payment	\$ 495.00
SCK100401-001	smartserve™ 400 Cash (Coin & Bill) Payment Module	\$ 2,995.00
SCK200014-001	smartserve™ 1000 Cash Payment (US)	\$ 2,995.00
SCK200014-101	smartserve™ 1000 Cash Payment (CA)	\$ 2,995.00

SCK200015-001	smartserve™ 1000 Comprise Payment Bracket	\$ 190.00
AAA000348-001	Comprise SmartPay System	\$ 2,869.00
SWR000018-CH	Comprise SmartPay System Annual Renewal	\$ 785.00
Media Case Unlockers & Security		
SCK000694-000	Kwik Case Countertop Release Station	\$ 5,840.00
SCK100161-000	Kwik Case Freestanding Release Station	\$ 6,840.00
SCK000695-000	One-Time Countertop Release Station	\$ 5,840.00
SCK100162-000	One-Time Freestanding Release Station	\$ 6,840.00
Security Cases		
SAF000001-001	smartcase™ 100 One-Time™ Single Clear CD Case	\$ 1.59
SAF000109-001	smartcase™ 100 One-Time™ Dual Clear CD Case	\$ 1.55
SAF000002-001	smartcase™ 110 One-Time™ CD Double Snap-In Insert	\$ 0.37
SAF000003-001	smartcase™ 210 One-Time™ Single Black DVD Case	\$ 1.20
SAF000111-001	smartcase™ 215 One-Time™ Dual Black DVD Case	\$ 1.35
SAF000004-001	smartcase™ 220 One-Time™ Quad Black DVD Case	\$ 1.60
SAF000005-001	smartcase™ 230 One-Time™ Hex Black DVD Case	\$ 2.25
SAF000006-001	smartcase™ 240 One-Time™ DVD Single Snap-In Insert	\$ 0.37
SAF000007-001	smartcase™ 250 One-Time™ DVD Double Snap-In Insert	\$ 0.45
SAF000008-001	smartcase™ 300 One-Time™ Single Blue Blu-Ray Case	\$ 1.16
SAF000009-001	smartcase™ 310 One-Time™ Blu-Ray Single Snap-In Insert	\$ 0.42
SAF000108-001	smartcase™ 400 One-Time™ 16-Disc Audiobook	\$ 4.15
SAF000107-001	smartcase™ 410 One-Time™ 32-Disc Audiobook	\$ 5.18
smartdispenser™ 100 & 200 CD/DVD Security		
DSP000003-000	smartdispenser™ 200 Media Security Vault <i>Single Tower</i>	\$ 6,995.00
DSP000004-000	smartdispenser™ 200 Media Security Vault <i>Double Tower</i>	\$ 11,995.00
DSP100001-000	smartdispenser™ 200 Countertop Ctrl. Dispensing Station w/1 Tower	\$ 12,485.00
DSP100002-000	smartdispenser™ 200 Freestanding Ctrl. Dispensing Station w/1 Tower	\$ 13,485.00
DSP000113-000	smartdispenser™ 200 Countertop Ctrl. Dispensing Station w/2 Towers	\$ 17,485.00
DSP000115-000	smartdispenser™ 200 Freestanding Ctrl. Dispensing Station w/2 Towers	\$ 18,485.00
DSP000116-000	smartdispenser™ 200 Addition of RFID	\$ 1,850.00
DSP000112-000	smartdispenser™ 200 CD/DVD Security Vault Add-On Tower	\$ 4,995.00
DSP0010-RSC	smartdispenser™ 200 Custom Color for Tower	\$ 249.00
AAA000175-000	smartdispenser™ 200 "Case Empty" Labels	\$ 13.50
AAA000174-000	smartdispenser™ 200 "Examine Contents" Labels	\$ 13.50
TAG000328-000	smartdispenser™ 200 Custom Printed Labels	\$ 30.00
DSP100003-000	smartdispenser™ 200 Replacement Spindles	\$ 3.00
DSP100004-000	smartdispenser™ 200 Browser Pak CD Storage Packs	\$ 1.25
DSP100005-000	smartdispenser™ 200 Browser Pak DVD Storage Packs	\$ 1.25
DSP100006-000	smartdispenser™ 200 Vinyl Circulating Disc Pouch	\$ 0.60
DSP000001-000	smartdispenser™ 100 4-Stack Dispenser System w/600 Disc Storage	\$ 4,995.00
DSP000002-000	smartdispenser™ 100 Add-On Stack	\$ 1,295.00
smartlocker™ Remote Holds Locker		
SWR000021-000	smartlocker™ Software	\$ 2,995.00
smartlocker™ in Black		
SLR000001-000	smartlocker™ 100 Central Kiosk with Touchscreen & 4 Lockers	\$ 9,995.00
SLR000002-000	smartlocker™ 105 Double Height 5-Locker Module	\$ 4,995.00
SLR000003-000	smartlocker™ 105R 5-Locker Module with Items Return	\$ 4,995.00
SLR000004-000	smartlocker™ 110 Standard Height 10-Locker Module	\$ 4,995.00
smartlocker™ in White		
SLR000005-000	smartlocker™ 100 Central Kiosk with Touchscreen & 4 Lockers	\$ 9,995.00
SLR000006-000	smartlocker™ 105 Double Height 5-Locker Module	\$ 4,995.00
SLR000007-000	smartlocker™ 105R 5-Locker Module with Items Return	\$ 4,995.00
SLR000008-000	smartlocker™ 110 Standard Height 10-Locker Module	\$ 4,995.00
smartblade™ 210 Intelligent Return Shelf uses liber8™ software (max. eight shelves per config.)		
SCK000937-000	smartserve™ 410 Self-Service Kiosk (requires liber8™)	\$ 11,500.00

BLD000001-000	smartblade™ 210 Small book shelf	\$ 2,195.00
BLD000002-000	smartblade™ 210 Large book shelf	\$ 2,595.00
BLD000003-000	smartblade™ 210 Magazine shelf	\$ 760.00
BLD000004-000	smartblade™ 210 CD/DVD shelf	\$ 895.00
BLD000010-000	smartblade™ 210 Control box	\$ 3,395.00
smartgate™ security gates		
smartgate™ Item Identification software suite		
SWR100005-000	smartgate™ manager Site License	\$ 4,950.00
SWR200005-000	smartgate™ manager System License	\$ 3,595.00
SVC000004-000	Security Pedestal Software Configuration <i>price per pedestal</i>	\$ 125.00
smartgate™ 400		
GAT000007-001	smartgate™ 400 Single Aisle (Hardware) 2 pedestals with patron counter	\$ 8,250.00
GAT000007-B01	smartgate™ 400 Single Aisle (Bundled) 2 pedestals with patron counter	\$ 9,750.00
GAT000008-001	smartgate™ 400 Dual Aisle (Hardware) 3 pedestals with patron counter	\$ 12,375.00
GAT000008-B01	smartgate™ 400 Dual Aisle (Bundled) 3 pedestals with patron counter	\$ 13,875.00
GAT000009-001	smartgate™ 400 Triple Aisle (Hardware) 4 pedestals with patron counter	\$ 16,500.00
GAT000009-B01	smartgate™ 400 Triple Aisle (Bundled) 4 pedestals with patron counter	\$ 18,000.00
GAT000010-000	smartgate™ 400 Quad Aisle (Hardware) 5 pedestals with patron counter	\$ 20,185.00
GAT000010-B01	smartgate™ 400 Quad Aisle (Bundled) 5 pedestals with patron counter	\$ 21,685.00
GAT000113-000	smartgate™ 400 Quint Aisle 6 pedestals with patron counter	\$ 23,995.00
GAT000215-000	Base Plate one per aisle with 36" spacing	\$ 650.00
GAT000040-000	Custom Color for smartgate™ 400 per pedestal	\$ 325.00
smartsort™ automated materials handling		
RFID Enabled Book Return		
SWR000001-000	smartreturn™ manager Individual Unit License	\$ 1,990.00
AMH250000-000	smartreturn™ 250 RFID Enabled Book Return (Hardware)	\$ 19,995.00
AMH250000-B00	smartreturn™ 250 RFID Enabled Book Return (Bundled)	\$ 21,495.00
AMH200003-000	Patron Receipt Option (Add Receipt Printing to Return)	\$ 1,995.00
HandyHolds		
AMH001082-000	HandyHolds System Package	\$ 875.00
AAA000909-000	HandyHolds Receipt Paper w/Adhesive (24 rolls at 160 ft ea.)	\$ 350.00
AAA000221-000	Thermal Receipt Printer for Holds tickets	\$ 475.00
Sorting Systems		
smartsort™ 100		
AMH001070-000	smartsort™ 100 3-Bin Sorter (requires addition of bins)	TBD
AMH001072-000	smartsort™ 100 5-Bin Sorter (requires addition of bins)	TBD
AMH001074-000	smartsort™ 100 7-Bin Sorter (requires addition of bins)	TBD
AMH001075-000	smartsort™ 100 9-Bin Sorter (requires addition of bins)	TBD
AMH100015-000	smartsort™ 100 11-Bin Sorter (requires addition of bins)	TBD
AMH000427-000	Ease In-Wall Return Face Plate & Chute	\$ 1,395.00
AMH000432-000	Patron Receipt Center (add receipt printing to patron return)	\$ 2,295.00
AMH000428-000	Thick Wall Extension Kit for Ease Systems (walls up to 24" thick)	\$ 395.00
AMH100017-000	AMH Plexiglas® Cover (protect sorting surface)	\$ 995.00
smartsort™ 200		
AMH253000-000	smartreturn™ 253 3-bin Internal AMH (requires addition of bins)	\$ 38,995.00
AMH255000-000	smartreturn™ 255 5-bin Internal AMH (requires addition of bins)	\$ 44,995.00
smartsort™ 300		
AMH000002-000	smartsort™ 300 3-Bin Sorter (requires addition of bins)	TBD
AMH000002-000	smartsort™ 300 5-Bin Sorter (requires addition of bins)	TBD
AMH000002-000	smartsort™ 300 7-Bin Sorter (requires addition of bins)	TBD
AMH000002-000	smartsort™ 300 9-Bin Sorter (requires addition of bins)	TBD
AMH000002-000	smartsort™ 300 11-Bin Sorter (requires addition of bins)	TBD
smartsort™ 400		
AMH000001-000	smartsort™ 400 3-Bin Sorter (requires addition of bins)	TBD

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AMH000001-000	smartsort™ 400 5-Bin Sorter <i>(requires addition of bins)</i>	TBD
AMH000001-000	smartsort™ 400 7-Bin Sorter <i>(requires addition of bins)</i>	TBD
AMH000001-000	smartsort™ 400 9-Bin Sorter <i>(requires addition of bins)</i>	TBD
AMH000001-000	smartsort™ 400 11-Bin Sorter <i>(requires addition of bins)</i>	TBD
Add-Ons		
AMH200002-000	Standard Wheeled Return Bin (35.5" L x 24" W x 34" D)	\$ 1,750.00
AMH200018-000	smartreturn™ 200 & 300 Custom Color for Patron Return	\$ 995.00



Bibliotheca & Santa Fe Public Library Support & Maintenance Agreement

Effective: March 31, 2014

CONFIDENTIAL, Santa Fe Public Library and Bibliotheca use only

City of Santa Fe, New Mexico

memo

Date: February 25, 2014

To: Brian Snyder, City Manager

Via: Isaac J. Pino, Community Services Department Director

From: Patricia Hodapp, Library Division Director

Re: Bibliotheca Maintenance Agreement

ITEM & ISSUE

The Main library seeks to secure a multi-year maintenance agreement with its security gate vendor.

BACKGROUND AND SUMMARY

The Main library has contracted with Bibliotheca, LLC to buy and install new security gates, enabling the Main media collection to be moved downstairs and re-opened to the public. The service agreement has been approved and a purchase order has been requested. The service agreement includes one year of maintenance from Bibliotheca. This Maintenance Agreement extends service and maintenance for a total of four years commencing after the agreement goes into effect, with further annual payments after the first year made using CIP funds out of BU/line item 32718.572500, ext. 0112900.

ACTION REQUESTED

Please review and approve the attached four-year Maintenance Agreement with Bibliotheca, LLC.

Hi Judith,
12/31/14
Please have all three copies
signed, return two for your
records (as was done with
the last agreement), and
return one to me.
Rachel Schilgen
Bibliotheca
3100 Halcomb Bridge
NM, Ste 200
Norwood, GA 30071
Thanks!