# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

### **PURCHASE ORDER NO**

0001077580

Date Revision Page 07/31/2014 - 08/12/201 Ship Via Payment Terms Freight Terms NET 30 Shipping Point Best Metho Reference: Location / Dept 808087 GEORGET POONV 04ASPH23

Vendor: 0000006166 **3M LIBRARY SYSTEMS** 

ATTN: CONTRACT ADMINISTRATOR

P. O. BOX 33900

ST. PAUL MN 55133-3900

Phone: Fax:

(800) 328-0067

(888) 263-1916

email:

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 **United States** 

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

Tax	Exempt?	N

Line-Sch	Item/Description	Quantity UO	A PO Price	Extended Amt	Due Date
1- 1	S/N 80300820 MAINTENANCE AGREEMENT FOR US43001 RFID DLA MODEL TYPE 803 6/20/14 - 6/19/15	1.00 LOT	893.00	893.00	05/01/2015
2- 1	S/N 7412165 MAINTENANCE AGREEMENT FOR US43257 SELFCHECK 7412F AND SOFTWARE 3225 8/4/14 - 8/3/15	1.00 LOT	1,958.00	1,958.00	05/01/2015

SERVICE AGREEMENTS # US43001 DATED 3/21/14 AND US43257 DATED 5/12/14

3M ACCT # LCN9288

**Sub Total Amount** Sales Tax Amount **Total PO Amount** 

2,851.0	0
0.0	0
 2,851.0	0

GENFD

<u>Acct</u>

FL.VI.LIBR

Prog Sub

00000

<u>Proj</u> 041A

<u>Amount</u> 2,851.00

<u>BYear</u> 2015

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number, Overshipments will not be accepted unless authorized by Buyer prior to shipment. Authorized Signature

8/19/2014 muarel

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

#### **PURCHASE ORDER TERMS AND CONDITIONS**

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District Requisition Req. No. Vendor Code Approved by / Date VENDOR **DELIVERY INSTRUCTIONS** Reviewed by / Date Dispatched Method / Date College/District Location Department Division Date Required DESCRIPTION ORDERED **AMOUNT** ITEM GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES QUANTITY TOTAL PRICE UNIT UNIT PRICE 'Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION 7 8 9 10 11 12 13 Purchases Charged to Categorical Programs, Grants or Special Projects This purchase is in compliance with the requirements of SalesTax **Program Name** For grants/special projects Program Director/Coordinator Signature Project/Grant Number Program Goal/Objective Number/Explanation I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws. Bus. Unit Account \* Fund Org REQUESTED BY: TYPED/PRINT Program Amount REQUESTED BY SIGNATURE Bus. Unit Account \* Fund AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE Sub-Class Proj/Grnt Amount Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and APPROVED: computers) complete the area below indicating the final location where equipment VICE PRESIDENT, ADMINISTRATION DATE will be housed. **Location Code** Instructions on R GS #127 08/12 Building

District Office: White

College Requesting: Yellow

Requestor: Pink

Area Dean: Goldenrod

Room No.

From: <u>Haney, Brenda</u>
To: <u>Poon, Vivian</u>

Cc: Walden, Tania; Alford, Jennifer

Subject: FW: On Hold PO# 0001077580 3M LIBRARY SYSTEMS

**Date:** Friday, August 15, 2014 2:18:13 PM

Attachments: DOC081414.pdf

DOC081514.pdf

FW REVISED REQ# 808087 3M LIBRARY SERVICES SA# US43001 US43257.msq

Importance: High

Vivian - Copy of REQ with authorized signature attached. Please Note: Request for change was submitted by authorized approver in email on 8/12/14.

Thank you,

# Brenda Haney

**Business Services** 

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

**2** 916.608.6635 | ⊠ haneyb@flc.losrios.edu

-----Original Message-----

From: Poon, Vivian

Sent: Thursday, August 14, 2014 11:41 AM

To: Haney, Brenda Cc: Walden, Tania

Subject: On Hold PO# 0001077580 3M LIBRARY SYSTEMS

The enclosed on hold po refers. Please seek Kathleen's approval for the added line, thanks!

 From:
 Harman, Joany

 To:
 FLC-Purchase

 Cc:
 Haney, Brenda

Subject: FW: REVISED REQ#\_808087 / 3M LIBRARY SERVICES\_SA# US43001 & US43257

Date: Tuesday, August 12, 2014 8:08:54 AM
Attachments: REQ# 808087 3M LIBRARY SERVICES.PDF

image003.png

Purchasing - Please see revised REQ in answer to your questions highlighted below -

Please process. Thank you,

Joany Harman

**Business Services Supervisor** 

Joany Harman

Folsom Lake College

916-608-6622

harmanj@flc.losrios.edu

From: George, Tanya

Sent: Monday, August 11, 2014 1:07 PM

**To:** Haney, Brenda

Subject: RE: PLEASE APPROVE\_ REVISED REQ#\_808087 / 3M LIBRARY SERVICES\_SA# US43001 &

US43257

### Approved.

#### Thanks B!

From: Poon, Vivian

Sent: Thursday, August 07, 2014 2:05 PM

To: Haney, Brenda Cc: Alford, Jennifer

Subject: On Hold PO# 0001077580 3M LIBRARY SYSTEMS

There are 2 service agreements US43001 and US43257. This po covers the first agreement. What about the second one? Please check and advise, thanks!

## LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

#### **PURCHASE ORDER NO**

0001077580

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
07/31/2014	1 - 08/12/2014	1 .
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	ipping Point	Best Metho
Reference:		Location / Dept
808087 GEORGE	T POONV	04ASPH23

Vendor: 0000006166 3M LIBRARY SYSTEMS

ATTN: CONTRACT ADMINISTRATOR

(888) 263-1916

P. O. BOX 33900 ST. PAUL MN 55133-3900

(800) 328-0067 Phone:

Fax: email: Ship To: FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 **United States** 

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

Tax Exempt? N					
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1 .	S/N 80300820 MAINTENANCE AGREEMENT FOR US43001 RFID DLA MODEL TYPE 803 6/20/14 - 6/19/15	1.00 LOT	893.00	893.00	05/01/2015
2- 1	S/N 7412165 MAINTENANCE AGREEMENT FOR US43257 SELFCHECK 7412F AND SOFTWARE 3225 8/4/14 - 8/3/15	1.00 LOT	1,958.00	1,958.00	05/01/2015

SERVICE AGREEMENTS # US43001 DATED 3/21/14 AND US43257 DATED 5/12/14

3M ACCT # LCN9288

**Sub Total Amount** Sales Tax Amount Total PO Amount

2,851.00 0.00

BU Fd Sub Proj **Amount** Acct Orq Prog GENED 5600 11 FL.VI.LIBR 61200 00000 041A 2.851.00

Verification of this purchase order can be made using the Los Rios Communit If you have any questions, please contact the Purchasing Office at (916)568

http://www.losrios.edu/purchasing/povalidation

Vivian-we recel
enth signer
approval for
loni 2. Loom
was
whi this was
added after
KK signed
ORN S/

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. Au

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

PO-0001077580 PER 808087 Line #1

Date:

3/21/2014

Service Agreement:

US43001

Renewal Period:

06/20/14 to 06/19/15

Charge To Account #:

LCN9288

Contact:

STACIA THIESSEN

Telephone:

916-608-6557

3M Products(s) Located at:

FOLSOM LAKE COLLEGE

10 COLLEGE PARKWAY

FOLSOM CA 95630

3M Acct #:

FBM9767

Model

**Model Type** 

Serial ID

Start Date

**End Date** 

Amount

RFID DLA

803

80300820

6/20/14

6/19/15

\$893.00

TOTAL

\$893.00

Please Add Applicable Tax: \$

Payment Terms are "Net 30"

Notes:



### SERVICE AGREEMENT EXPIRATION NOTICE

March 21, 2014

Service Agreement: US43001

Service Agreement Expiration Date: June 19, 2014

3M Account #: FBM9767

FOLSOM LAKE COLLEGE Attn: STACIA THIESSEN 10 COLLEGE PARKWAY FOLSOM, CA 95630

Dear STACIA,

Does your library have funds budgeted for emergencies? Most libraries don't.

That's why I'm writing you about your 3M Depot Service Agreement. Your coverage will expire on the date listed above and your 3M Library Systems equipment will no longer be covered. So if your systems ever need repair, your library will somehow have to find the funds to cover it.

## Complete equipment coverage

3M's high technology equipment is extremely complex. And even though great care goes into every product we build, it's impossible to manufacture a system that is 100% reliable for as long as you own it. That's why there is not a smarter investment than a 3M Service Agreement.

Our Depot Repair Service Agreement covers virtually all labor, parts and any other equipment modifications necessary to get - and keep - your systems working.

In short, we take care of practically everything. No matter what the problem, or where you are in the United States.

#### Same day telephone response

We typically give a telephone response on the same day you call.

## Renewing is easy

Give yourself some peace of mind and renew your 3M Depot Repair Service Agreement today. Just fax or mail a renewal purchase order to the number or address indicated below. Or use your Visa or MasterCard (just call the number below for information on doing this). We can guarantee your renewal price for only 30 days beyond the date on this notice, make sure you renew soon!

Did you know you can now place a service call or renew your service contract on line? Visit us at www.3m.com/uslibraryservice for details.

Sincerely,

Service Sales Representative

Telephone: 800-328-0067, Opt 1, Opt 2

Fax: 888-263-1916

Return to: 3M Library Systems Contracts

Attn: Contract Administrator

PO Box 33900

St Paul, MN 55133-3900

P.S. If someone else is responsible for responding to this notice, please forward this letter to them! Thank You!

Please indic	ate your intention	ns below:			
	I wish to renew to the address li	he Service Agreement: Usted below.)	JS43001 (Please atta	ach your Purcl	nase Order
Please indic	cate billing frequ	uency preference:			
Annual	Semi-ann (\$100.00 Fe	ual Quarterly _ ee) (\$200.00 F	Monthly ee) (\$600.00 Fee	)	
Purchase O			(Please provide if	you require a	purchase
Indicat		h to pay by check. (Plea	se DO NOT enclose	a check. You	u will be
No, I o	do not wish to re	new the Service Agreeme	ent.		
Reason for	Cancellation:				_
contact me.	r below the nam	nasing additional library ne of the person authori			
Name (Plea	se Print)	Telephone Number	Fax Number	Date	
Email Addr	ess	-			
	es Representative 800-328-0067, 0 63-1916				,
Return to:	3M Library Sys Attn: Contract PO Box 33900 St. Paul, MN 5	Administrator		·	

\*\*\*THIS IS NOT AN INVOICE\*\*\*

# **Terms and Conditions**

#### WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, 3M will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized 3M Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. 3M agrees to provide:

• All labor, service parts and Equipment modifications 3M deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical. All Equipment and service parts removed for replacement become the property of 3M.

Software: In consideration of payment of the agreement price, 3M will furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this agreement as well as updates necessary to maintain the 3M Software specified in this agreement in proper operating condition during the term of this agreement, provided that the 3M Software is installed and used as directed. 3M agrees to provide:

- All software configuration modifications 3M deems necessary to maintain the 3M Software in good working order
- 3M Software updates
- A toll-free telephone number for Customer to place, and 3M to receive, software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during 3M Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include, and 3M is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow 3M's published operating instructions; (vi) modification, service or repair of the Equipment by other than 3M authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by 3M or its authorized distributor(s), (xv) modification, or repair of the 3M Software by other than 3M authorized personnel; (xvi) use of the 3M Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non-3M Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xviii) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

**RENEWAL:** This agreement is NOT automatically renewable. If a renewal agreement is offered by 3M, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

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

Library Systems 3M Center, Building 225-4N-14 St. Paul, MN 55144-1000

PO-0001077582 LED 808087 Lue # 2

Date:

5/12/2014

Service Agreement:

US43257

Renewal Period:

08/04/14 to 08/03/15

Charge To Account #:

LCN9288

Contact:

STACIA THIESSEN

Telephone:

916-608-6557

3M Products(s) Located at:

FOLSOM LAKE COLLEGE

10 COLLEGE PARKWAY

FOLSOM CA 95630

3M Acct #:

FBM9767

Model	Model Type	Serial ID	Start Date	<b>End Date</b>	Amount
Selfcheck	7412F	7412165	8/4/14	8/3/15	\$1,958.00
Software	3225	7412165	8/4/14	8/3/15	\$0.00

TOTAL

\$1,958.00

Please Add Applicable Tax: \$

Payment Terms are "Net 30"

Notes:



### SERVICE AGREEMENT EXPIRATION NOTICE

May 12, 2014

Service Agreement: US43257

Service Agreement Expiration Date: August 03, 2014

3M Account #: FBM9767

FOLSOM LAKE COLLEGE Attn: STACIA THIESSEN 10 COLLEGE PARKWAY FOLSOM, CA 95630

Dear STACIA,

I'm writing to you today to remind you that in 90 days your 3M Service Agreement will expire. You will need to renew your Service Agreement to continue coverage on your 3M<sup>TM</sup> Library Systems equipment.

In today's world there is no smarter investment than a 3M Service Agreement. It provides peace of mind knowing that your 3M Library Systems equipment will be functioning when you need it most to provide the services your customers have come to rely upon.

#### Complete equipment coverage

3M Library Systems advanced solutions help enhance the productivity of your library staff through industry leading technology. Even though great care goes into every product we build, it's impossible to manufacture a system that is 100% reliable for as long as you own it. That's why there is no smarter investment than a 3M Service Agreement.

Our Service Agreement covers labor, parts and equipment modifications necessary to keep your equipment operating at peak performance.

In short, we take care of practically everything.

## Rapid response to your service needs

You can request service via our 800 number 24 hours a day, 7 days a week. While many issues can be quickly resolved over-the-phone, should you require on-site service, we offer a nationwide network of trained professionals ready to return your 3M system to full operation.

## Help eliminate expensive surprises

Your 3M Service Agreement helps you continue to receive the value provided by your 3M Library Systems purchase, and no one knows how to maintain your 3M equipment better than 3M service professionals. Should you choose not to renew your 3M Service Agreement, will you be ready for the unexpected?

Time and materials charge labor rates are \$250 per hour plus a callout charge of \$325 to \$425 depending on your service zone. You will also be responsible for the cost of any necessary replacement parts. You can see that just a single call could more than cover the cost of a whole year's Service Agreement coverage. Is it really worth it to take a chance?

## Renewing is easy

Give yourself the peace of mind that renewing your 3M Service Agreement provides today. Just fax or mail a renewal purchase order to the number or address indicated below. You can also use your Visa or MasterCard (just call the number below for information on doing this). Your renewa price is guaranteed for a limited time, so please take a moment and renew today!

Did you know you can now place a service call or renew your service contract on line? Visit us at www.3m.com/uslibraryservice for details.

Sincerely

Service Sales Representative

Telephone: 800-328-0067, Opt 1, Opt 2

Fax: 888-263-1916

Return to: 3M Library Systems Contracts

Attn: Contract Administrator

PO Box 33900

St Paul, MN 55133-3900

P.S. If someone else is responsible for responding to this notice, please forward this letter to them! Thank You!

Please indic	ate your intenti	ons below:				
Yes, return it to t	I wish to renew he address liste	the Service Agreemed below.)	ent: US4325	7 (Please attac	ch your Purchase	Order and
Please indi	cate billing fre	quency preference:				
Annua	1 Semi-an (\$100.00 l	nual Quarter Fee) (\$200	ly Mo .00 Fee) (	onthly \$600.00 Fee)		
Purchase Con your invo		·	(Pleas	se provide if y	ou require a purc	hase order
	e here if you w a later date.)	ish to pay by check.	(Please DO 1	NOT enclose	a check. You wil	1 be
No, I	do not wish to r	enew the Service Agi	reement.			
Reason for	Cancellation:					
contact me.	r below the na	chasing additional lib				
Name (Plea	se Print)	Telephone Numb	er Fax	Number	Date	
Email Addı	ess	·····				
	es Representati 800-328-0067, 63-1916				ı	
Return to:						

\*\*\*THIS IS NOT AN INVOICE\*\*\*

# **Terms and Conditions**

#### WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, 3M will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized 3M Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. 3M agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours When 3M is notified that the Equipment is not in good working order. 3M will provide a toll-free telephone number for Customer to place, and 3M will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications 3M deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of 3M.

Software: In consideration of payment of the agreement price, 3M will furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this agreement as well as updates necessary to maintain the 3M Software specified in this agreement in proper operating condition during the term of this agreement, provided that the 3M Software is installed and used as directed. 3M agrees to provide:

- · All software configuration modifications 3M deems necessary to maintain the 3M Software in good working order
- 3M Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and 3M to receive software support calls. Over-the-phone software support calls may be placed
  twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during 3M Software Support Coverage Hours in the order they were
  received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and 3M is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow 3M's published operating instructions; (vi) modification, service or repair of the Equipment by other than 3M authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by 3M or its authorized distributor(s), (xv) modification, or repair of the 3M Software by other than 3M authorized personnel; (xvi) use of the 3M Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non-3M Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

**RENEWAL:** This agreement is NOT automatically renewable. If a renewal agreement is offered by 3M, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

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

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www.3M.com/library

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