

Change Order Request

*submitted
3/17/17*

PO # 0001089318

Request Date: 03/17/17

College/Dept: FLC/LIBR

Vendor Name BIBLIOTHECA LLC

16/17 Closed

Close remaining balance on PO.

Requested By: Tanya George

Haney, Brenda

From: Haney, Brenda
Sent: Friday, March 17, 2017 4:07 PM
To: Sabo, Paula
Cc: George, Tanya
Subject: Change Order_ Close PO 0001089318 BIBLIOTHECA LLC
Attachments: Change Order - Bibliotheca 0001089318 03-17-17.doc

PO Closure – release remaining ENC, PO paid in full.

PO ID	LINE	VENDOR	OPEN ENC	EXPENDED TOTAL
0001089318	1	BIBLIOTHECA LLC	96	3406

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Sabo, Paula
Sent: Thursday, March 16, 2017 9:04 AM
To: Haney, Brenda <haneyb@flc.losrios.edu>
Cc: George, Tanya <georget@flc.losrios.edu>
Subject: PO 0001089318 BIBLIOTHECA LLC

Hi Brenda,

Please research for pending A/P items; let me know if this PO can be closed.

Thank you ~ *Paula*



Paula Sabo | Interim Business Services Supervisor
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916.608.6622 | f. 916.608-6553 | sabop@flc.losrios.edu | www.flc.losrios.edu

From: George, Tanya
Sent: Wednesday, March 15, 2017 11:41 AM
To: Sabo, Paula <SaboP@flc.losrios.edu>
Subject: RE: library 5600

I do not expect any more payments to them
Thanks

From: Sabo, Paula
Sent: Wednesday, March 15, 2017 11:10 AM
To: George, Tanya <georget@flc.losrios.edu>
Subject: RE: library 5600

PO Transaction History: 0001089318

PO ID	LINE	VENDOR	OPEN ENC	EXPENDED TOTAL
0001089318	1	BIBLIOTHECA LLC	96	3406

Account String	PO ID	LINE#	DESCRIPTION	VENDOR	Jrnl	VOUCHER	INVOICE	POSTED	Check# / Pymnt Status	ENC	EXPS	CHECK#
GENFD 5600 11 FL.VI.LIBR 61200 00000 2017 041A	0001089318	1	MAINTENANCE AGREEMENT	BIBLIOTHECA LLC			0	10/11/16	0	3502	0	0
GENFD 5600 11 FL.VI.LIBR 61200 00000 2017 041A	0001089318	1	MAINT AGREEMENT 8/5/16-8/3/17	BIBLIOTHECA LLC	AP02066969	00481431	SI0017235- US	03/08/17	0094744752	0	3406	0094744752
GENFD 5600 11 FL.VI.LIBR 61200 00000 2017 041A	0001089318	1	MAINTENANCE AGREEMENT	BIBLIOTHECA LLC		00481431	SI0017235- US	03/08/17	0	-3406	0	0

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[\[New Query\]](#) [\[Main Page\]](#)

Data Last Updated: 3/17/2017 6:17:28 AM

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PURCHASE ORDER NO 0001089318

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
10/11/2016		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1008658 GEORGET SHEWMAKERN	01LIB26	

Supplier: 0000037467
 BIBLIOTHECA LLC
 3169 HOLCOMB BRIDGE RD STE 200
 NORCROSS GA 30071

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	MAINTENANCE AGREEMENT	1.00 EA	3,502.00	3,502.00	05/01/2017

3M MODEL 3802BC DETECTION SYSTEM #3829171 - \$1,392.00
 3M MODEL 7412F SELFCHECK #7412165 - \$2,110.00

PER QUOTE# QUO-35497-L6X2

CONTRACT TERM 8/4/2016 - 8/3/2017

Sub Total Amount	3,502.00
Sales Tax Amount	0.00
Total PO Amount	3,502.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.LIBR	61200	00000	041A	3,502.00	2017

0001008658KIRKLINK03-OCT-2016

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

A. Sgh 10/12/16

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.
8. **FOB 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 may 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 may 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.

Requisition

Supplier: BIBLIOTHECA LLC
 3169 HOLCOMB BRIDGE RD STE 200
 NORCROSS GA 30071
 United States

0000037467

email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798


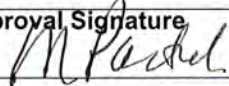
Business Unit: GENFD OPEN		
Req ID: 0001008658	Date 09/26/2016	Page 1
Requisition Name: BIBLIOTHECA		
Requester Tanya George		
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	MAINTENANCE AGREEMENT	1	EA	3,502.00	3,502.00	

3M MODEL 3802BC DETECTION SYSTEM #3829171 - \$1,392.00
 3M MODEL 7412F SELF CHECK #7412165 - \$2,110.00

Total Requisition Amount: 3,502.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VI.LIBR	61200	00000	041A	3,502.00

Approval Signature 	Approval Signature 	Approval Signature
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Toll free: 1-800-328-0067 * Fax: 1-877-689-2269 * www.bibliotheca.com

Service and Maintenance/Extended Warranty Quote

Proprietary & Confidential

System Licensee	
Name:	Tanya George
Customer:	Folsom Lake College - Folsom
Address:	10 College Pkwy,
	Folsom, CA, 95630
Country:	United States of America

Licensee Bill To	
Name:	Folsom Lake College - Folsom
Contact:	Tanya George
Address:	10 College Pkwy,
	Folsom, CA, 95630
Country:	United States of America

From	
Name:	John Otte
Email:	j.otte@bibliotheca.com
Telephone:	

Quote Information	
Quote Date:	September 06, 2016
Quote Number:	QUO-35497-L6X2, Rev: 2
Partner Name:	

Summary	
Quote Expiration:	Quote expires sixty (60) days from Quote Date above.
Quote Name:	Contract Renewal Opportunity
Quote Details:	Contract # US43257

Item ID	Item Type	Description	Quantity	Amount	Sub Total
SUP000002-000-US	Annual Support and Maintenance Renewal (After 1st Year)	Contract Term: Aug 04, 2016 - Aug 03, 2017	1	\$3,406.000	\$3,406.00
				Grand Total (Less Sales Tax):	\$3,406.00

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Additional Details

Toll free: 1-800-328-0067 * Fax: 1-877-689-2269 * www.bibliotheca.com

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.

TERMS AND CONDITIONS

WHAT WE WILL DO:

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

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

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

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

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

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

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

For further details concerning the services offered under the different Bibliotheca service levels, please refer to our Service Level Brochure.

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

Accepted By: Stephen Herkel, VPA

Accepted Date: 10/12/16

Customer Purchase Order Number: 0001089318

Service and Maintenance / Extended Warranty Quote
Bibliotheca, 3169 Holcomb Bridge Rd., Ste. 200, Norcross, GA 30071, USA

Customer	Address	Equipment	Serial #	Amount
Folsom Lake College - Folsom	10 College Pkwy	3M model 3802BC Detection System	3829171	\$1,392.00
Folsom Lake College - Folsom	10 College Pkwy	3M model 7412F Selfcheck	7412165	\$2,110.00
			Total:	\$3,502.00